



September 6, 2013

To: Ms. Carmen D. Santos, PCB Coordinator
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From: David Bernal, Project Manager
URS Corporation
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**RE: PCB DISPOSAL NOTIFICATION APPLICATION
SEACLIFF SOIL REMOVAL PROJECT
FORMER HERCULES GAS PLANT (DTSC NO. CAD981453574)
SANTA BARBARA COUNTY, CALIFORNIA**

On behalf of Shell Exploration and Production Company (Shell), URS Corporation (URS) is submitting a PCB Disposal Notification Application for the Seacliff Soil Removal Project located in Santa Barbara County, California. The Seacliff area is located south of Highway 101 and the Union Pacific Railroad right-of-way, Assessor's Parcel Numbers (APNs) 081-170-001 and 081-160-002, approximately 13 miles west of the City of Goleta.

The proposed project includes removal of approximately 50 cubic yards (cy) of surface soil on a mound at the Seacliff area containing polychlorinated biphenyls (PCBs) in response to a request from the California Department of Toxic Substances Control (DTSC). The DTSC has determined that an interim action to remove the subject PCB-impacted soils should be conducted at this time.

Shell and URS are seeking to remove PCB-impacted material under the Toxic Substances Control Act (TSCA) from a remote beachside location only accessible during brief periods of four to six hours per day during low-low tide events. The proposed soil removal project will require an estimated eight (8) days to complete. The location will be accessed via the beach from a location approximately 0.9 mile to the east.

Requests and approvals received to date for the planned seacliff project include:

- Request for Assistance to Cleanup APNs 081-160-002 and 081-170-001, DTSC, November 3, 2009;
- Access Agreement with Baciú Family LLC Property Owner of Record, dated January 26, 2010;
- Permit Exemption (Form-07A – Soil Excavation 1,000 cy or less), Santa Barbara County Air Pollution Control District (APCD), July 26, 2013;

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Ms. Carmen D. Santos
USEPA Region 9
September 6, 2013
Page 2 of 2

- Coastal Development Permit Application (CDP) *De Minimus* Waiver, California Coastal Commission (CCC) Energy, Ocean Resources and Federal Consistency Division, August 2, 2013;
- Letter of Non-Objection of the Work Plan for Soil Removal in the Seacliff Area Near the Former Hercules Gas Plant, California State Lands Commission (CSLC), August 16, 2013; Notice of Exemption, California Environmental Quality Act (CEQA), Class 30, CSLC, August 21, 2013;
- Project approval letter from Santa Barbara County, dated August 28, 2013.

No approvals or permits are required from U.S. Army Corps of Engineers, U.S. Coast Guard, California Department of Fish and Wildlife (CDFW) and Central Coast Regional Water Quality Control Board (CCRWQCB) for the planned work.

Shell and URS seek to successfully remove and dispose of the subject impacted soils from the Seacliff area mound in the Fall of 2013, hopefully starting in early October. We are requesting a waiver of the standard 30-day review period, and ask that you consider authorizing this removal as soon as practicable. Your efforts to assist in realizing this performance schedule are greatly appreciated.

Mark Himberger of Shell will contact you in the near future to schedule a face-to-face meeting and we will be planning to make a presentation to the USEPA on the historical work that has been completed at the former Hercules Gas Plant site and to discuss an effective path forward allowing the USEPA to take the lead on the comprehensive site remediation.

Please contact Mark Himberger of Shell at (832) 337-2362 or URS' Greg Burgdorf at (301) 302-1398 should you have questions or require additional information regarding this Notification.

Sincerely,

URS Corporation

David Bernal, PG #5444
URS Project Manager

Beth Anna Cornett
URS Environmental Planner

cc: Mr. Mark Himberger, Shell
Mr. Greg Burgdorf, URS
Mr. Jose Diaz, DTSC



PCB DISPOSAL NOTIFICATION APPLICATION SEACLIFF SOIL REMOVAL PROJECT

FORMER HERCULES GAS PLANT CAÑADA DE LA HUERTA SANTA BARBARA COUNTY, CALIFORNIA

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September 6, 2013

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**PCB DISPOSAL NOTIFICATION APPLICATION
SEACLIFF SOIL REMOVAL PROJECT
FORMER HERCULES GAS PLANT**

ACRONYMS AND ABBREVIATIONS

APCD	Santa Barbara County Air Pollution Control District
APN	Assessor's Parcel Number
Aroclor 1248	CASRN 12672-29-6 a PCB
bgs	below ground surface
BMP	Best Management Practices
CCC	California Coastal Commission
CDFW	California Department of Fish and Wildlife
CSLC	California State Lands Commission
CalScience	CalScience Environmental Laboratories
CCRWQCB	Central Coast Regional Water Quality Control Board
CDP	Coastal Development Permit
CFR	Code of Federal Regulations
COC	chain-of-custody
cy	cubic yards
DTSC	Department of Toxic Substances Control (California)
GeoSoils	GeoSoils, Inc.
GPC	gel permeation chromatography
IWT	Interagency Workgroup Team
low-low tide	low tides of approximately 0.5 feet or less
MDL	method detection limit
mg/kg	milligrams per kilogram
MS	matrix spike
MSD	matrix spike duplicate
msl	mean sea level
PCBs	polychlorinated biphenyls
PPE	personal protective equipment
RI/FS	Remedial Investigation/Feasibility Study
Shell	Shell Exploration and Production Company
TSCA	Toxic Substances Control Act
UPRR	Union Pacific Railroad
URS	URS Corporation
USEPA	United States Environmental Protection Agency
VOCs	volatile organic compounds

SECTION 1.0 INTRODUCTION

1.1 PURPOSE AND SCOPE

On behalf of Shell Exploration and Production Company (Shell), URS Corporation (URS) has prepared this *PCB Disposal Notification* (Notification) for the proposed interim remediation of approximately 50 cubic yards (cy) of polychlorinated biphenyl- (PCB-) impacted soil at the Seacliff area located south of the former Hercules Gas Plant site at Cañada de la Huerta, Santa Barbara County, California (Figure 1). This Notification and the *Work Plan for Soil Removal – Seacliff Area*, dated May 17, 2013 (URS 2013a) describe proposed work to remove PCB-impacted soils under the Toxic Substances Control Act (TSCA), regulated pursuant to Title 40 of the Code of Federal Regulations (40 CFR), Part 761.61(1) (40 CFR §761.61(a)), “Self-implementing on-site cleanup and disposal of PCB remediation waste.” This Notification provides an overview of the Seacliff area location, history, PCB characterization, proposed interim cleanup plan, proposed verification sampling, chemical analysis, and reporting.

Previous reports prepared for this soil removal effort include:

- *Work Plan for Soil Removal - Seacliff Area* (URS 2013a)
- *Final Supplemental Remedial Investigation Report, Former Hercules Gas Plant, Cañada De La Huerta*, Santa Barbara County, California (URS 2013b)
- *Report of Geologic and Slope Stability Analysis, Proposed Seacliff Grading* (URS 2013c)
- *Wave Run Up Analysis and Shoreline Change Discussion* (GeoSoils 2013).

1.2 LOCATION

The Seacliff area encompasses an approximately 0.19-acre parcel (Assessor’s Parcel Number [APNs] 081-160-002 and 081-170-001), located approximately 18 miles west of the City of Goleta, Santa Barbara County. It is owned by the Baciú Family LLC. The parcel is vacant, undeveloped, and sparsely vegetated.

The Hercules Gas Plant site is located in Cañada de la Huerta, approximately 0.25 mile north of Highway 101 and Union Pacific Railroad (UPRR), and approximately 13 miles west of the City of Goleta (Figure 1). Cañada de la Huerta is a narrow, north-south trending, approximately 0.7-mile-long canyon on the southern flank of the Santa Ynez Mountains. The Seacliff area is located at the southern extent of Cañada de la Huerta south of Highway 101 and UPRR and north of a seawall and the Pacific Ocean.

The Seacliff area extends from the UPRR right-of-way to the seawall sloping from approximately 70 feet above mean sea level (msl) to nine feet above msl, and includes the


**PCB DISPOSAL NOTIFICATION APPLICATION
SEACLIFF SOIL REMOVAL PROJECT
FORMER HERCULES GAS PLANT**

“mound” directly north of the seawall. The mound at the base of the slope contains the PCB-impacted soil that will be removed during the planned project. The Seacliff area also includes a narrow, flat area immediately north of the existing nine-foot-high concrete seawall. This flat area extends approximately 200 feet east and west of the UPRR right-of-way.

1.3 HISTORY

The former Hercules Gas Plant is located in Cañada de la Huerta, upslope from the Seacliff area. The plant was built on a 4-acre engineered earthen fill pad that was constructed roughly in the middle of the canyon and operated between 1963 until 1989. The plant processed natural gas produced from offshore wells for pipeline transport, removing natural gas liquids and propane for tank sale. The former plant site included three levels on the original 4-acre, 3-tiered fill pad. Level 1 (lowest elevation, southern-most level) contained the heat transfer system, gas treatment systems, natural gas liquid and liquid propane storage areas, and a plant office/operations building. Level 2 (middle level) contained refrigeration compressors, booster compressors, and inter-coolers. Level 3 (highest elevation, northern-most level) was used as a storage area for equipment and supplies.

The facility was decommissioned and demolished in 1996. Prior to facility decommissioning, previous environmental investigations dating back to 1986 discovered the presence of hydrocarbons, mercury, and PCBs. Subsequently, in 1988, Shell entered into a consent order with the California Department of Toxic Substances Control (DTSC) to assess and remediate the site. A Remedial Investigation/Feasibility Study (RI/FS) was conducted for the Fill Pad, the Upper Canyon area, Lower Canyon area, and Seacliff area (Dames & Moore 1990, 1992, 1993). The RI/FS indicated the presence of total PCBs, mercury, methane, and volatile organic compounds (VOC) in site soil; total PCBs, methane, and VOCs in the Fill Pad groundwater; and PCBs in the Upper Canyon and Lower Canyon sediment/soil. The 1990 RI also found the Seacliff area to have PCB concentrations in soil ranging from 5 to 25 milligrams per kilogram (mg/kg). The impacts detected at the Seacliff area resulted from historical discharges of PCB-bearing sediment from the UPRR culvert outfall. A summary of conditions encountered at the Seacliff area was included in the 1990 Remedial Investigation Report for the larger Hercules site (URS 1990).

In 2006, a small  amount of PCB-impacted sediment that had accumulated in the gully adjacent to the mound was removed. Approximately 3 cubic yards of material was excavated, sandbagged, and removed for appropriate disposal in coordination with, and with the approval of DTSC. Following the removal of these materials, two additional surface soil samples were collected from the mound in 2008. The findings of these additional samples confirmed the presence of residual PCBs in the mound material.

**PCB DISPOSAL NOTIFICATION APPLICATION
SEACLIFF SOIL REMOVAL PROJECT
FORMER HERCULES GAS PLANT**

Based on these findings, additional soil sampling was conducted at the Seacliff area in 2008, 2009, and 2012. Findings of these subsequent sampling efforts are described in the following section.

1.4 NATURE OF RELEASES AND SOURCE AREAS

From the Hercules Gas Plant start-up in 1963 until November 1984, oil used in the heat transfer system at the plant site consisted of several types of Therminol oil, a Monsanto Chemical Company product which contained PCBs. The major PCB in the Therminol oil was Aroclor 1248 (CASRN 12672-29-6), which is a PCB that contains 48 percent chlorine by weight. Over this time, *de minimis* losses in the facility operations, and storage and handling practices resulted in PCB releases to soils. Sources or potential sources of PCB releases included minor equipment leaks, and losses of PCB-containing oil during routine operation and maintenance.

1.5 CURRENT LAND USE

The Seacliff area is currently vacant and undeveloped. The property is situated on the slope of a terrace that is unsuitable for development. Surrounding property uses include the following:

North: These parcels are zoned Transportation Corridor and have an existing use as US Highway 101 and Union Pacific Railroad rights-of-way. North of the transportation corridors is the Former Hercules Gas Plant site. The significant development in the area is a nearby property that has been constructed and is operating as the *Tajiguas Municipal Landfill*. The landfill lies to the northeast of the Seacliff area. It should be noted that the landfill is currently in-use and operation and encompasses approximately 400 acres.

South: Pacific Ocean.

East and West: These properties are currently vacant and undeveloped.

Shell does not own the parcel that contains the mound. However, an access agreement is currently in-place with the Baciú Family LLC that provides Shell permission to access the Seacliff area for purposes of conducting the planned removal action.

SECTION 2.0 SITE CHARACTERIZATION

Multiple rounds of soil sampling and analytical testing were conducted at the Seacliff area, including additional investigatory efforts in 2008, 2009, and 2012 (URS 2008, 2009, 2013). Analytical results for these sampling efforts are summarized in tables 1 and 2, and graphically depicted on figures 3a, 3b, and 3c. Summary findings of these investigations are discussed below.

**PCB DISPOSAL NOTIFICATION APPLICATION
SEACLIFF SOIL REMOVAL PROJECT
FORMER HERCULES GAS PLANT**

In 2008 and 2009, 27 locations were sampled at the Seacliff area. Samples were initially collected from 11 primary and 10 step-out locations. Additional step-out samples were later collected under the direction of DTSC. Samples were collected from surface to 0.5, 1.0, and 3.0 feet below ground surface (bgs), or until refusal due to the rocky nature of the soil. All samples collected were analyzed for PCBs via Method 8082A, and a subset of samples was analyzed for mercury via Method 7471A. PCB as Aroclor-1248 was detected in 48 of the 64 samples analyzed, with reported concentrations ranging from 0.023 to 180 mg/kg (Table 1 and figures 3a through 3c). Mercury was detected in 12 of the 30 samples analyzed, with reported concentrations ranging from 0.0896 to 0.473 mg/kg (Table 2).

Basis an agency request in 2012, a site-wide Supplemental Remedial Investigation (Supplemental RI) was conducted to addresses perceived data gaps that were identified in the *Supplemental RI Work Plan* (URS 2012). The Supplemental RI included additional detailed delineation of PCBs and mercury in the soils and sediment within the Seacliff area. A total of 16 soil borings were completed at the Seacliff area to depths ranging from 1 to 11.5 feet bgs. All soil borings were advanced by hand using hand augers, dig bars, and/or shovels. A total of 62 samples were collected from the soil borings and analyzed for PCBs via Method 8082A, and mercury via Method 7471A. PCB as Aroclor 1248 was detected in these additional soil borings at concentrations ranging from 0.0049 to 22 mg/kg (Table 1 and figures 3a through 3c). Consistent with findings from 2008 and 2009, the highest PCB concentrations were detected in the surface samples. The maximum concentration of PCBs was detected at 0.5 foot bgs at SRI-SC-06A. Mercury was detected in sediments with concentrations ranging from 0.00849 mg/kg to 1.18 mg/kg, with the highest detected mercury concentration coinciding with that of the highest PCB concentration (SRI-SC-06A). In general, mercury concentrations in the sediments decrease vertically and laterally away from this high point, and correlate with elevated PCB concentrations.

The overall findings of the 2008/2009 and 2012 sampling indicate that the lateral and vertical extent of the PCB impacts at the Seacliff area has been adequately delineated. It was determined that almost all concentrations greater than 1 mg/kg are confined to the upper 2.5 feet of soil, with the majority of impacts limited to the mounded area above the seawall that is currently protected via use of BMPs. PCB concentrations in the mound range from non-detect to 110 mg/kg at the surface, non-detect to 180 mg/kg from approximately 1 foot to 2.5 feet bgs, and non-detect to 2.7 mg/kg from approximately 2.5 to 3 feet bgs, as shown on figures 3a, 3b, and 3c. The mound measures approximately 20 feet by 20 feet, with an estimated area of 325 square feet. Volumetric calculations based on the PCB concentration contours shown on figures 3a through 3c indicate that less than ten (10) cubic yards (cy) of material greater than 50 mg/kg of PCBs are present in the mound. Importantly, it should be noted that these PCB detections are limited only to the mound and accordingly that is the target of the proposed interim removal action. This mound is currently covered with industry-standard best management practices (BMPs; plastic sheeting with sandbag weights) to prevent erosion.

**PCB DISPOSAL NOTIFICATION APPLICATION
SEACLIFF SOIL REMOVAL PROJECT
FORMER HERCULES GAS PLANT**

Additional information regarding these site characterization activities is presented in the *Seacliff Sampling Report*, dated April 2009 (URS 2009b), and the *Final Supplemental Remedial Investigation Report*, dated August 12, 2013 (URS 2013b).

SECTION 3.0 CLEANUP LEVEL

The cleanup level for PCBs has not yet been established for the Seacliff area, although the identified soil cleanup (decontamination) level per 40 CFR 761.125(c)(4)(v) for a non-restricted area is 10 mg/kg. As discussed above, the interim action described herein will address the maximum concentrations present in the Seacliff area mound by removal of 50 cy of material. Contours of the excavation area for this interim measure are shown on figures 3a, 3b, and 3c, and a profile is shown on Figure 4. This interim measure for the mound will remove the majority of PCB-impacted materials with concentrations greater than approximately 1 mg/kg. As applicable, the cleanup level will be established with the USEPA in consideration of the ecological and human health risk assessments for the former Hercules Gas Plant site (including the Seacliff area), and will be presented in the pending feasibility study.

SECTION 4.0 DATA GAPS

No current data gaps exist for the Seacliff area associated with this planned interim remedial action. Data gaps for the Seacliff area were evaluated in the *Supplemental RI Work Plan*, approved by the DTSC on November 16, 2012, and addressed as part of the Supplemental RI assessment activities. The results of this investigation are included in the *Final Supplemental Remedial Investigation Report* (URS 2013b), which was approved in an email sent by the DTSC on August 12, 2013 and approved in a letter dated September 3, 2013.

SECTION 5.0 CLEANUP PLAN

The following interim cleanup plan is adapted from the *Work Plan for Soil Removal - Seacliff Area* dated May 17, 2013 (URS 2013a), and approved by the IWT on July 15, 2013.

5.1 SOIL REMOVAL

As shown on Figure 4, impacted soil from the northern portion of the mound will be removed to a depth of 0.5 foot bgs and to a maximum depth of approximately 3 to 4 feet bgs within the center of the mound. A minor amount of surficial removal will also be conducted adjacent to southern part of the mound and adjacent to its northeastern corner. The proposed new grade for the mound is a 3:1 slope surface (i.e., 1-foot rise for every 3-foot run). Based on the findings of a

**PCB DISPOSAL NOTIFICATION APPLICATION
SEACLIFF SOIL REMOVAL PROJECT
FORMER HERCULES GAS PLANT**

slope stability analysis conducted for post-excavation conditions, the factor of safety of the proposed new grade is higher (safer) than the adjacent natural slopes (URS 2013c).

Approximately 50 cy of soil will be removed using an excavator and hand tools. The soil will be placed into and moved from the mound in lined woven polypropylene flexible sacks (Super Sack). After completion of material removal and verification sampling efforts, the excavated area may be covered with a 1.5- to 2-inch layer of organic compost followed by a jute erosion control mat that is key-seated in the ground and also secured with landscape nails. An alternate method may be to replace the 10-mil plastic sheeting, key-seat it in the ground, and also secure it with gravel-filled bags and stakes in lieu of compost and jute.

5.2 FIELD OPERATIONS

Field operations will be conducted from the beach south of the seawall around the plastic-sheeting-covered mound behind (north of) the seawall, and a small area adjacent to the seawall and immediately east of the mound. The digging and loading of soil into the Super Sacks will occur behind the seawall. The work area behind the seawall and the top of the concrete seawall will be covered, as possible, with polyethylene plastic to capture potential spilled soil. Extreme care will be taken not to harm the seawall. Sediment filter socks will be placed on the ground surface at downslope areas near the mound to minimize potential erosion and sediment transport in the work area.

The impacted soil will be removed via an excavator and hand tools. An excavator will load the soil into the Super Sacks with a capacity of approximately 1 to 2 cy each. After being filled and secured, the filled sacks will be loaded directly into an articulated dump truck staged on the beach. This process will be repeated until the excavation process is complete and all filled sacks are removed from the mound and beach areas. ✓

Both excavators and the single articulated dump truck that will travel to the Seaclyff area and along the beach will use vegetable-based, environmentally safe hydraulic oil. Any equipment used on the beach by the seawall will be removed from the beach at the conclusion of site work each day.

The beach access point, haul routes to and from the Seaclyff area, materials transfer locations, and off-haul route from the site vicinity are illustrated on Figure 5. The filled and secured sacks will be transported to the beach access point that is approximately 0.9 mile east of the Seaclyff area. The sacks on the beach truck will be offloaded via a rubber-tired loader and placed into a transport haul truck or roll-off vessels stationed at one of the transfer areas on the upland private property. The beach truck will then return to collect additional filled sacks, as necessary to complete the planned removal. The filled sacks in the haul truck or roll-off vessels will subsequently be transported directly to the properly licensed disposal facility.

**PCB DISPOSAL NOTIFICATION APPLICATION
SEACLIFF SOIL REMOVAL PROJECT
FORMER HERCULES GAS PLANT**

The described field operations will be completed based on the low-low tide schedules. No soil removal work will be undertaken during rain events or heavy surf. All work will be conducted by properly trained workers, and in accordance with a site-specific health and safety plan, in accordance with 29 CFR §1910.120.

5.2.1 Excavation Equipment Decontamination ✓

In compliance with 40 CFR §761.79(g), the decontamination procedure for all non-disposable, non-porous excavating equipment will consist of the following:

1. Scrub with a phosphate-free detergent and pressure wash with a steam cleaner
2. Double rinse with potable water
3. Collect decontamination fluids for proper disposal

Equipment subject to these decontamination procedures includes hand tools and excavator buckets that come into direct contact with PCB-impacted soils during the removal efforts. This equipment decontamination will be implemented upon completion of all planned excavation activities.

5.3 WASTE DISPOSAL

Several waste streams will be generated during the planned remedial activities. Anticipated waste streams include soil, polyethylene sheeting, decontamination liquids, and used personal protective equipment (PPE) generated as a result of the soils removal, equipment decontamination, and verification sampling efforts.

Two soil waste streams are anticipated for this project: 40 cy of non-hazardous PCB containing soil (<50 mg/kg PCBs); and 10 cy of hazardous PCB-containing soil (≥50 mg/kg PCBs). The two waste streams will be segregated during excavation activities based on existing site characterization data, and disposed of separately under existing site-specific waste profiles. Bulk PCB remediation waste soil will be disposed of in accordance with 40 CFR §761.61(a)(5)(i)(B)(2)(i) and (ii).

Non-hazardous soil material will be disposed of at the Clean Harbors Buttonwillow facility in California. Hazardous-level material will be disposed of at the Waste Management Kettleman Hills facility in California, or the Clean Harbors Grassy Mountain facility in Utah.

Liquids generated during remedial activities shall be disposed of in accordance with 40 CFR §761.61(a)(5)(iv) and §761.79(g). Liquids generated during decontamination of excavation equipment described above will be containerized and delivered into the on-site water treatment system, or shipped to the Clean Harbors Buttonwillow facility.

PPE shall be disposed of in accordance with 40 CFR §761.61(a)(5)(v). Anticipated PPE that may be used during remedial activities include nitrile gloves, outer leather gloves, disposable coveralls (e.g., Tyvek coveralls), and polyethylene sheeting. Used PPE will also be shipped to the Clean Harbors Buttonwillow facility for disposal.

SECTION 6.0 VERIFICATION SAMPLING AND ANALYSIS PLAN ✓

Verification sampling will be performed after the planned soil removal is completed to document the condition of soil/sediment at the mound. Once the area has been excavated to the planned depth, verification sampling will be performed in the general locations of the previous characterization sampling events within the mound using a systematic sampling or random sampling method per USEPA guidance. Eight (8) soil samples will be collected at depths of zero to 0.5 foot bgs for laboratory chemical analysis of PCBs.

6.1 METHODOLOGY ✓

Sample material will be collected into eight- (8-) ounce glass jars provided by the laboratory. Sample collection will be performed using non-reusable stainless steel spoons and nitrile gloves. Gloves will be replaced between samples to minimize the potential for cross contamination. Because all sampling equipment will be disposable, no sampling equipment decontamination will be necessary.

Sample jars will be individually labeled by the field team upon sample collection, with the following information included on each sample label:

- Sample ID
- Project name
- Depth of sample
- Time and date of collection
- Matrix (i.e., soil)
- Sampler's name or initials
- Analyses to be performed
- Type of sample container and preservative

Copies of field documentation notes will be included in the final report, as further described in Section 7.

6.2 ANALYTICAL METHODS

All verification soil samples will be prepared for PCB analysis using U.S. Environmental Protection Agency (USEPA) Method 3540C (soxhlet extraction) and analyzed for PCBs by USEPA Method 8082A. Samples will also be analyzed for mercury by USEPA Method 7471A. Laboratory analyses will be performed by CalScience Environmental Laboratories (CalScience). CalScience is a California Environmental Laboratory Accreditation Program-approved facility and a U.S. Department of Defense-approved facility. According to CalScience, the following laboratory method detection limit (MDL) can be attained:

- PCBs – minimum MDL is 0.011 mg/kg
- Mercury – minimum MDL is 0.00588 mg/kg.

Acceptable analytical method matrix spike surrogate recoveries will occur between 50 and 135 percent of the matrix spike concentration. Surrogate recoveries that fall outside of these criteria will be flagged. If recovery of a particular sample does not meet this acceptance criteria and sufficient, non-extracted sample volume remains, an additional extraction will be performed and subjected to GPC cleanup methods, as described above.

6.3 SAMPLE CUSTODY AND TRANSPORT

Sample custody will be documented and tracked from the point of origin through final analysis and disposal using a chain-of-custody (COC) form that will be completed with the appropriate sample/analytical information as soon as possible after samples are collected. For the purposes of this project, custody will be defined as follows:

- In the plain view of URS representatives
- Inside a cooler that is in plain view of URS representatives
- Inside a locked space such as a cooler, car, locker, etc., to which URS representatives have the only key(s)

The following items will be recorded on the COC form:

- Project name
- Project number
- Name of URS Project Manager
- Sampler's name(s)
- Sample number, date, and time collected; media; and number of containers submitted
- Requested analysis for each sample

- Type of data package required
- Turnaround requirements
- Signature, printed name, organization name, date and time of transfer of all persons having custody of the samples

Persons in the possession of the samples will be required to sign and date the COC form whenever samples are transferred between individuals or organizations. The COC will be included in the shipping containers with the samples, and the containers will be sealed for shipment to the analytical laboratory. The laboratory will implement its in-house custody procedures, which begin when sample custody is transferred to laboratory personnel. Completed COC forms will be included in the analytical report to be prepared by the laboratory in the final report, as described in Section 7.0.

6.4 QUALITY ASSURANCE PLAN

Field duplicates, equipment blanks, and trip blanks will be collected as appropriate and submitted to the analytical laboratory to provide the means to assess the field sampling program data quality. Field duplicate samples will be analyzed to check for sampling and laboratory representativeness. Equipment and trip blank samples will be analyzed to check for procedural contamination, cross-contamination, and laboratory contamination during shipment and storage of samples. Matrix spike (MS), matrix spike duplicate (MSD), and laboratory control samples will be analyzed to assess if recoveries falling outside acceptance windows are attributable to sample matrix interferences as opposed to laboratory analytical errors, in addition to measuring the accuracy of the analysis.

The frequency of field duplicates will be approximately ten percent, or one field duplicate for every ten (10) primary samples collected. Equipment blanks will be collected using laboratory-supplied deionized water, if sampling equipment decontamination is required. Trip blanks will be obtained from the laboratory and maintained with the samples as appropriate.

6.4.1 Data Validation

The following criteria will be used to evaluate verification sample analytical data validity:

1. Sample collection techniques
2. Sample chain-of-custody protocol
3. Use of extraction cleanup methods, as appropriate
4. Laboratory detection limits
5. Surrogate compound recoveries compliance
6. Comparative blind duplicate sample results; and

7. Analytical laboratory data qualifiers, if reported

Although not anticipated, any data deemed outside acceptable criteria may still be used for verification evaluation purposes. Such data will be evaluated on an individual basis. Regardless, data validity will be discussed along with sample findings in the appropriate section of the final report.

SECTION 7.0 REPORTING

Following completion of the soil removal at the soil mound at the Seacliff area, a remedial action report will be prepared and submitted to the USEPA. The report will document the activities performed and will include a sample location map and analytical data summary tables. Supporting documentation will be attached to the report as appendices, including complete final laboratory analytical reports and COC forms, and soil disposal manifests/certificates. The body of the report will include the following:

- Introduction and background including identification of PCB source
- Brief description of seacliff area and nature and extent of impacted materials including pre-cleanup soil data
- Field methods, including the soil excavation and removal process and the volume of soil removed
- Transportation and disposal of waste materials
- Verification soil sampling methods and results
- Conclusions and recommendations, as appropriate

SECTION 8.0 SCHEDULE AND CONTINGENCIES

The table below presents the soil removal schedule once USEPA – Region 9 has received this applicant Notification package.

PROPOSED REMEDIATION SCHEDULE

Week(s)	Date(s)	Task(s)
1–4	09/06/2013 – 10/03/2013	EPA 30-Day Review and Approval (A waiver of the 30-day period is requested.)
5	10/04/2013	Site Walk ✓
6	10/14/2013 – 10/18/2013	Field mobilization and Initiate PCB Removal (low-low tide)
7	10/21/2013 – 10/22/2013	Continued PCB Removal, Restoration, and Demobilization (moderate-low tide)

8.1 CONTINGENCY FOR UNFORESEEN CIRCUMSTANCES

The above schedule is subject to change based on unforeseen circumstances (e.g., rain, high surf, unknown site conditions). If necessary, the work would be postponed until the next available low-low tide event allowing safe beach access for the field staff and equipment, starting on October 30, 2013. In addition, the planned interim cleanup approach will be often reviewed and may be modified, as warranted and allowed, to allow effective and safe removal of the impacted soil from the Seacliff area. The area to be removed is well defined and characterized for PCB content; no changes or contingencies to the cleanup method are anticipated or warranted as related to the Seacliff area mound.

The remedial action report will be submitted within 60 days of receipt of final laboratory data and disposal certificates.

**PCB DISPOSAL NOTIFICATION APPLICATION
SEACLIFF SOIL REMOVAL PROJECT
FORMER HERCULES GAS PLANT**

**SECTION 9.0
CERTIFICATION**

In compliance with 40 CFR §761.61(a)(3)(E) and §761.3, the following certificate accompanies this *PCB Disposal Notification*:

All sampling plans, sample collection procedures, sample preparation procedures, extraction procedures, and instrumentation/chemical analysis procedures used to assess or characterize the presence of PCBs at the cleanup site, are on file at the location designated in the certificate, are available for EPA inspection.

Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (18 U.S.C. 1001 and 15 U.S.C. 2615), I certify that the information contained in or accompanying this document is true, accurate and complete. As to the identified section(s) of this document for which I cannot personally verify the truth and accuracy, I certify as the company official having supervisory responsibility for the persons who, acting under my direct instruction, made the verification that this information is true, accurate, and complete.

Mr. Mark Himberger – Sr. Environmental Engineer has been designated as the contact person regarding the proposed PCB remediation. Correspondence to Mr. Himberger should be submitted to: Shell, Legacy Group, HSSE SD/SE – C440 D, 150 North Dairy Ashford Street, Houston, Texas 77079-1197, and he can be reached by telephone (832) 337-2362 or email at mark.himberger@shell.com.

Mark Himberger, Sr. Environmental Engineer
Shell Project Manager

Shell Signature

Date

Baciu Family, LLC – Manager, Steven Johnson

Representative for Property Owners – APN 081-160-002 and APN 081-170-001

Property Owner Representative Signature

Date

SECTION 10.0 REFERENCES

- Dames & Moore. 1993. Letter Report: Additional Soil Sampling in the Seacliff Area.
1992. Feasibility Study Report for Shell Western E&P Inc. Hercules Gas Plant, Santa Barbara County California. October.
1990. Remedial Investigation Report, Hercules Gas Plant, Santa Barbara County, California. Prepared for Shell Western Exploration & Production, Inc. Prepared by Dames & Moore, Goleta, California. March 1990.
- Geosoils, Inc. 2013. Wave Run Up Analysis and Shoreline Change Discussion. February 28.
- URS 2013a. Work Plan for Soil Removal – Seacliff Area, Former Hercules Gas Plant, Santa Barbara County, California. May 17.
- 2013b. Final Supplemental Remedial Investigation Report, Former Hercules Gas Plant, Cañada De La Huerta, Santa Barbara County, California. August 12
- 2013c. Report of Geologic and Slope Stability Analysis, Proposed Seacliff Grading, Former Hercules Gas Plant, Cañada De La Huerta, Santa Barbara County, California. February 26.
2012. Final Supplemental Remedial Investigation Work Plan for the Former Hercules Gas Plant, Santa Barbara, California. November 7, 2012.
- 2009a. Marine Data Summary Memorandum (MDSM). Submitted to Mr. Jim Polisini of the DTSC – Human and Ecological Risk Division at his request on behalf of Shell Exploration and Production Company. May 6, 2009.
- 2009b. Seacliff Sampling Report, Former Hercules Gas Plant, Santa Barbara County, CA. Prepared for Shell Exploration and Production Company (SEPCO). Prepared by URS, Santa Barbara, CA. April 2009.
2008. Marine Human Health Risk Assessment Report, Former Hercules Gas Plant Facility, Santa Barbara County, CA. Prepared for Aera Energy, LLC. March 2008.

**PCB DISPOSAL NOTIFICATION APPLICATION
SEACLIFF SOIL REMOVAL PROJECT
FORMER HERCULES GAS PLANT**

TABLES

Table 1
PCB Analytical Results – Soil Samples – Seacliff
Former Hercules Gas Plant
(Adapted from Supplemental Remedial Investigation Report Table 7-63)

SAMPLE LOCATION	SAMPLE ID	SAMPLE DEPTH (ft bgs)	SAMPLE METHOD	SAMPLE DATE	PCBs (ug/kg) - EPA Method 8082							
					Aroclor-1016	Aroclor-1221	Aroclor-1232	Aroclor-1242	Aroclor-1248	Aroclor-1254	Aroclor-1260	Aroclor-1262
SRI-SC-01	SS-2644	0.5	Hand Auger	25-Oct-12	<3.0	<2.7	<2.2	<2.6	76	<2.5	<2.4	<2.6
SRI-SC-01	SS-2645	1.5	Hand Auger	25-Oct-12	<3.0	<2.7	<2.2	<2.6	11	<2.5	<2.4	<2.6
SRI-SC-01	SS-2652	2.5	Hand Auger	25-Oct-12	<2.9	<2.7	<2.2	<2.6	44	<2.5	<2.4	<2.5
SRI-SC-01	SS-2646	3.5	Hand Auger	25-Oct-12	<2.9	<2.6	<2.2	<2.5	44	<2.5	<2.4	<2.5
SRI-SC-01	SS-2653	4.5	Hand Auger	25-Oct-12	<2.9	<2.7	<2.2	<2.6	18	<2.5	<2.4	<2.5
SRI-SC-01	SS-2647	5.5	Hand Auger	25-Oct-12	<2.9	<2.6	<2.2	<2.6	42	<2.5	<2.4	<2.5
SRI-SC-01	SS-2648	7.5	Hand Auger	25-Oct-12	<3.0	<2.7	<2.2	<2.6	28	<2.5	<2.4	<2.6
SRI-SC-01	SS-2649	8.5	Hand Auger	25-Oct-12	<2.9	<2.7	<2.2	<2.6	5.7J	<2.5	<2.4	<2.5
SRI-SC-01	SS-2654	9.5	Hand Auger	25-Oct-12	<290D	<260D	<220D	<250D	2300D	<250D	<240D	<250D
SRI-SC-01	SS-2650	10.5	Hand Auger	25-Oct-12	<3.0	<2.7	<2.2	<2.6	4.9J	11	<2.4	<2.6
SRI-SC-01	SS-2651	11.5	Hand Auger	25-Oct-12	<3.2	<2.9	<2.4	<2.8	<3.2	<2.7	<2.6	<2.8
SRI-SC-02	SS-2655	0.5	Hand Auger	25-Oct-12	<2.9	<2.6	<2.2	<2.5	120	<2.5	<2.4	<2.5
SRI-SC-02	SS-2656	1.5	Hand Auger	25-Oct-12	<3.4	<3.1	<2.5	<3.0	41	<2.9	<2.7	<2.9
SRI-SC-02	SS-2657	2.5	Hand Auger	25-Oct-12	<3.1	<2.8	<2.3	<2.7	48	<2.6	<2.5	<2.6
SRI-SC-02	SS-2658	3.5	Hand Auger	25-Oct-12	<3.1	<2.8	<2.3	<2.7	32	<2.6	<2.5	<2.7
SRI-SC-03	SS-2690	0.5	Grab	30-Oct-12	<3.0	<2.7	<2.2	<2.6	110	<2.5	<2.4	<2.6
SRI-SC-03	SS-2691	1.5	Grab	30-Oct-12	<3.2	<2.9	<2.4	<2.8	<3.3	<2.7	<2.6	<2.8
SRI-SC-03	SS-2692	2.5	Hand Auger	30-Oct-12	<3.4	<3.1	<2.6	<3.0	<3.4	<2.9	<2.8	<2.9
SRI-SC-03	SS-2694	3.5	Hand Auger	30-Oct-12	<3.4	<3.1	<2.6	<3.0	7.2J	<2.9	<2.8	<2.9
SRI-SC-04	SS-2695	0.5	Grab	30-Oct-12	<15D	<14D	<11D	<13D	330D	<13D	<12D	<13D
SRI-SC-04	SS-2696	1.5	Hand Auger	30-Oct-12	<3.4	<3.1	<2.5	<2.9	39	<2.8	<2.7	<2.9
SRI-SC-04	SS-2697	2.5	Hand Auger	30-Oct-12	<3.4	<3.0	<2.5	<2.9	20	<2.8	<2.7	<2.9
SRI-SC-04	SS-2698	3.5	Hand Auger	30-Oct-12	<3.5	<3.2	<2.6	<3.1	12J	<3.0	<2.8	<3.0
SRI-SC-04	SS-2699	4.5	Hand Auger	30-Oct-12	<3.3	<3.0	<2.5	<2.9	59	<2.8	<2.7	<2.9
SRI-SC-05	SS-2637	0.5	Grab	24-Oct-12	<310D	<280D	<240D	<270D	7000D	<260D	<250D	<270D
SRI-SC-05	SS-2638	4.5	Hand Auger	24-Oct-12	<33D	<30D	<25D	<29D	380D	<28D	<27D	<28D
SRI-SC-05	SS-2639	5.5	Hand Auger	24-Oct-12	<3.5	<3.2	<2.6	<3.0	41	55	<2.8	<3.0
SRI-SC-06A	SS-2640	0.5	Grab	24-Oct-12	<1500D	<1400D	<1100D	<1300D	22000D	<1300D	<1200D	<1300D
SRI-SC-06B	SS-2641	4.5	Hand Auger	24-Oct-12	<36D	<33D	<27D	<31D	1200D	<30D	<29D	<31D
SRI-SC-07	SS-2675	0.5	Hand Auger	26-Oct-12	<35D	<31D	<26D	<30D	1900D	<29D	<28D	<30D
SRI-SC-07	SS-2676	2.5	Hand Auger	26-Oct-12	<190D	<170D	<140D	<160D	3000D	<160D	<150D	<160D
SRI-SC-07	SS-2677	3.5	Hand Auger	26-Oct-12	<180D	<160D	<130D	<150D	2800D	<150D	<140D	<150D
SRI-SC-08	SS-2678	0.5	Hand Auger	29-Oct-12	<15D	<14D	<12D	<13D	320D	<13D	<12D	<13D
SRI-SC-08	SS-2679	1.5	Hand Auger	29-Oct-12	<33D	<30D	<25D	<29D	860D	<28D	<27D	<28D
SRI-SC-08	SS-2680	2.5	Hand Auger	29-Oct-12	<32D	<29D	<24D	<28D	1100D	<27D	<26D	<27D
SRI-SC-09	SS-2666	0.5	Hand Auger	25-Oct-12	<34D	<31D	<25D	<30D	380D	<29D	<27D	<29D
SRI-SC-10	SS-2659	0.5	Hand Auger	25-Oct-12	<15D	<13D	<11D	<13D	210D	<13D	<12D	<13D
SRI-SC-10	SS-2660	1.5	Hand Auger	25-Oct-12	<15D	<14D	<11D	<13D	660D	<13D	<12D	<13D
SRI-SC-10	SS-2661	2.5	Hand Auger	25-Oct-12	<3.1	<2.8	<2.3	<2.7	160	<2.6	<2.5	<2.7
SRI-SC-10	SS-2662	3.5	Hand Auger	25-Oct-12	<32D	<29D	<24D	<28D	1200D	<27D	<26D	<28D
SRI-SC-10	SS-2663	4.5	Hand Auger	25-Oct-12	<3.5	<3.2	<2.6	<3.1	23	<3.0	<2.9	<3.0
SRI-SC-10	SS-2664	5.5	Hand Auger	25-Oct-12	<3.2	<2.9	<2.4	<2.8	22	<2.7	<2.6	<2.8
SRI-SC-10	SS-2665	6.5	Hand Auger	25-Oct-12	<3.3	<3.0	<2.5	<2.8	8.7J	<2.8	<2.6	<2.8
SRI-SC-11	SS-2673	0.5	Hand Auger	26-Oct-12	<4.2	<3.8	<3.2	<3.7	270	<3.5	<3.4	<3.6
SRI-SC-11	SS-2674	0.75	Hand Auger	26-Oct-12	<19D	<18D	<15D	<17D	140D	270D	<16D	<17D

Table 1
PCB Analytical Results – Soil Samples – Seacliff
Former Hercules Gas Plant
(Adapted from Supplemental Remedial Investigation Report Table 7-63)

SAMPLE LOCATION	SAMPLE ID	SAMPLE DEPTH (ft bgs)	SAMPLE METHOD	SAMPLE DATE	PCBs (ug/kg) - EPA Method 8082							
					Aroclor-1016	Aroclor-1221	Aroclor-1232	Aroclor-1242	Aroclor-1248	Aroclor-1254	Aroclor-1260	Aroclor-1262
SRI-SC-12A	SS-2667	0.5	Hand Auger	25-Oct-12	<310D	<280D	<230D	<270D	8800D	<260D	<250D	<270D
SRI-SC-12B	SS-2686	0.5	Grab	29-Oct-12	<300D	<270D	<220D	<260D	6900D	<250D	<240D	<260D
SRI-SC-12B	SS-2688	2.5	Hand Auger	29-Oct-12	<17D	<16D	<13D	<15D	280D	<14D	<14D	<15D
SRI-SC-12B	SS-2689	3.5	Hand Auger	29-Oct-12	<17D	<16D	<13D	<15D	400D	<15D	<14D	<15D
SRI-SC-13	SS-2681	0.5	Hand Auger	29-Oct-12	<3.6	<3.3	<2.7	<3.1	110	<3.0	<2.9	<3.1
SRI-SC-13	SS-2682	1.5	Hand Auger	29-Oct-12	<3.7	<3.3	<2.8	<3.2	39	<3.1	<3.0	<3.2
SRI-SC-13	SS-2683	2.5	Hand Auger	29-Oct-12	<3.5	<3.2	<2.7	<3.1	8.1J	<3.0	<2.9	<3.1
SRI-SC-13	SS-2684	3.5	Hand Auger	29-Oct-12	<3.7	<3.4	<2.8	<3.3	12J	<3.2	<3.0	<3.2
SRI-SC-13	SS-2685	4.5	Hand Auger	29-Oct-12	<3.8	<3.4	<2.8	<3.3	<3.8	<3.2	<3.0	<3.2
SRI-SC-13	SS-2687	5.5	Hand Auger	29-Oct-12	<3.8	<3.5	<2.9	<3.4	12J	<3.2	<3.1	<3.3
SRI-SC-14	SS-2642	0.5	Hand Auger	25-Oct-12	<300D	<270D	<220D	<260D	6300D	<250D	<240D	<260D
SRI-SC-14	SS-2643	4.5	Hand Auger	25-Oct-12	<40D	<36D	<30D	<35D	330D	<34D	<33D	<35D
SRI-SC-15	SS-2668	0.5	Hand Auger	26-Oct-12	<15D	<14D	<11D	<13D	170D	790D	<12D	<13D
SRI-SC-15	SS-2669	3.5	Hand Auger	26-Oct-12	<3.3	<3.0	<2.5	<2.9	130	<2.8	<2.7	<2.8
SRI-SC-15	SS-2670	4.5	Hand Auger	26-Oct-12	<3.5	<3.2	<2.7	<3.1	18	<3.0	<2.9	<3.0
SRI-SC-15	SS-2671	5.5	Hand Auger	26-Oct-12	<3.3	<3.0	<2.5	<2.9	21	<2.8	<2.7	<2.9
SRI-SC-15	SS-2672	6.5	Hand Auger	26-Oct-12	<3.5	<3.2	<2.6	<3.0	18	9.8J	<2.8	<3.0
Historical Data												
SCS-01	SCS-1-1008-0.5	0.5	-	29-Oct-08	<10	<10	<10	<10	100	<10	<11	<10
SCS-01	SCS-1-1008-1.0	1.0	-	29-Oct-08	<11	<11	<11	<11	480	<11	<12	<11
SCS-01	SCS-1-1008-2.5	2.5	-	29-Oct-08	<110	<110	<110	<110	1500	<110	<120	<110
SCS-02	SCS-2-1008-0.5	0.5	-	29-Oct-08	<210	<210	<210	<210	5200	<210	<230	<210
SCS-02	SCS-2-1008-1.0	1.0	-	29-Oct-08	<100	<100	<100	<100	1300	<100	<120	<100
SCS-02	SCS-2-1008-3.0	3.0	-	29-Oct-08	<11	<11	<11	<11	30J	<11	<12	<11
SCS-03	SCS-3-1008-0.5	0.5	-	29-Oct-08	<260	<260	<260	<260	12000	<260	<290	<260
SCS-03	SCS-3-1008-1.0	1.0	-	29-Oct-08	<11	<11	<11	<11	630	<11	<12	<11
SCS-03	SCS-3-1008-3.0	3.0	-	29-Oct-08	<57	<56	<56	<56	1200	<56	<63	<56
SCS-04	SCS-4-1008-0.5	0.5	-	29-Oct-08	<12	<12	<12	<12	990	<12	<13	<12
SCS-04	SCS-4-1008-1.0	1.0	-	29-Oct-08	<130	<120	<120	<120	4600	<120	<140	<120
SCS-05	SCS-5-1008-0.5	0.5	-	29-Oct-08	<220	<220	<220	<220	13000	<220	<240	<220
SCS-05	SCS-5-1008-1.0	1.0	-	29-Oct-08	<1200	<1200	<1200	<1200	15000	<1200	<1300	<1200
SCS-06	SCS-6-1008-0.5	0.5	-	29-Oct-08	<540	<540	<540	<540	23000	<540	<600	<540
SCS-06	SCS-6-1008-1.0	1.0	-	29-Oct-08	<2100	<2100	<2100	<2100	19000	<2100	<2400	<2100
SCS-06	SCS-6-1008-3.0	3.0	-	29-Oct-08	<12	<12	<12	<12	210	<12	<13	<12
SCS-07	SCS-7-1008-0.5	0.5	-	29-Oct-08	<11000	<11000	<11000	<11000	100000	<11000	<12000	<11000
SCS-07	SCS-7-1008-1.0	1.0	-	29-Oct-08	<1100	<1100	<1100	<1100	22000	<1100	<1200	<1100
SCS-07	SCS-7-1008-2.5	2.5	-	29-Oct-08	<10	<10	<10	<10	610	<10	<11	<10
SCS-08	SCS-8-1008-0.5	0.5	-	29-Oct-08	<210	<210	<210	<210	14000	<210	<240	<210
SCS-08	SCS-8-1008-1.0	1.0	-	29-Oct-08	<1100	<1100	<1100	<1100	13000	<1100	<1200	<1100
SCS-08	SCS-8-1008-3.0	3.0	-	29-Oct-08	<110	<110	<110	<110	2600	<110	<120	<110
SCS-09	SCS-9-1008-0.5	0.5	-	29-Oct-08	<110	<100	<100	<100	3100	<100	<120	<100
SCS-09	SCS-9-1008-1.0	1.0	-	29-Oct-08	<11	<11	<11	<11	180	<11	<12	<11
SCS-09	SCS-9-1008-2.5	2.5	-	29-Oct-08	<11	<11	<11	<11	23J	<11	<13	<11
SCS-10	SCS-10-1008-0.5	0.5	-	29-Oct-08	<660	<650	<650	<650	25000	<650	<720	<650
SCS-10	SCS-10-1008-1.0	1.0	-	29-Oct-08	<590	<580	<580	<580	7700	<580	<650	<580
SCS-10	SCS-10-1008-3.0	3.0	-	29-Oct-08	<12	<12	<12	<12	<12	<12	<13	<12
SCS-11	SCS-11-1008-0.5	0.5	-	30-Oct-08	<110	<110	<110	<110	5800	<110	<120	<110
SCS-11	SCS-11-1008-1.0	1.0	-	30-Oct-08	<1100	<1100	<1100	<1100	23000	<1100	<1200	<1100
SCS-12	SCS-12-1008-0.5	0.5	-	29-Oct-08	<12	<12	<12	<12	52J	<12	<13	<12
SCS-12	SCS-12-1008-1.0	1.0	-	29-Oct-08	<12	<11	<11	<11	<11	<11	<13	<11
SCS-13	SCS-13-1008-0.5	0.5	-	30-Oct-08	<530	<520	<520	<520	12000	<520	<580	<520
SCS-14	SCS-14-1008-0.5	0.5	-	30-Oct-08	<11000	<11000	<11000	<11000	110000	<11000	<12000	<11000
SCS-14	SCS-14-1008-1.0	1.0	-	30-Oct-08	<11000	<11000	<11000	<11000	180000	<11000	<12000	<11000
SCS-14	SCS-14-1008-3.0	3.0	-	30-Oct-08	<110	<110	<110	<110	2700	<110	<130	<110

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					Aroclor-1016	Aroclor-1221	Aroclor-1232	Aroclor-1242	Aroclor-1248	Aroclor-1254	Aroclor-1260	Aroclor-1262
SCS-15	SCS-15-1008-0.5	0.5	-	30-Oct-08	<11	<11	<11	<11	210	<11	<12	<11
SCS-15	SCS-15-1008-1.0	1.0	-	30-Oct-08	<11	<11	<11	<11	38J	<11	<12	<11
SCS-16	SCS-16-1008-0.5	0.5	-	30-Oct-08	<11	<10	<10	<10	35J	<10	<12	<10
SCS-16	SCS-16-1008-1.0	1.0	-	30-Oct-08	<11	<10	<10	<10	120	<10	<12	<10
SCS-16	SCS-16-1008-3.0	3.0	-	30-Oct-08	<10	<10	<10	<10	<10	<10	<11	<10
SCS-17	SCS-17-1008-0.5	0.5	-	30-Oct-08	<13	<13	<13	<13	<13	<13	<14	<13
SCS-17	SCS-17-1008-1.0	1.0	-	30-Oct-08	<13	<13	<13	<13	<13	<13	<15	<13
SCS-18	SCS-18-1008-0.5	0.5	-	30-Oct-08	<13	<13	<13	<13	200	<13	<14	<13
SCS-18	SCS-18-1008-1.0	1.0	-	30-Oct-08	<12	<12	<12	<12	<12	<12	<14	<12
SCS-19	SCS-19-1008-0.5	0.5	-	30-Oct-08	<12	<12	<12	<12	<12	<12	<13	<12
SCS-19	SCS-19-1008-1.0	1.0	-	30-Oct-08	<13	<12	<12	<12	<12	<12	<14	<12
SCS-20	SCS-20-1008-0.5	0.5	-	30-Oct-08	<1100	<1100	<1100	<1100	17000	<1100	<1200	<1100
SCS-20	SCS-20-1008-1.0	1.0	-	30-Oct-08	<540	<540	<540	<540	8800	<540	<600	<540
SCS-21	SCS-21-1008-0.5	0.5	-	30-Oct-08	<11	<10	<10	<10	610	<10	<12	<10
SCS-21	SCS-21-1008-1.0	1.0	-	30-Oct-08	<1100	<1000	<1000	<1000	11000	<1000	<1200	<1000
SCS-21	SCS-21-1008-3.0	3.0	-	30-Oct-08	<110	<110	<110	<110	2300	<110	<120	<110
SCS-22	SCS-22-0.5	0.5	-	29-Jan-09	<120	<120	<120	<120	2800	<120	<130	<120
SCS-22	SCS-22-1.0	1	-	29-Jan-09	<130	<130	<130	<130	2500	<130	<150	<130
SCS-23	SCS-23-0.5	0.5	-	29-Jan-09	<13	<12	<12	<12	<12	<12	<14	<12
SCS-23	SCS-23-1.0	1	-	29-Jan-09	<13	<13	<13	<13	<13	<13	<14	<13
SCS-24	SCS-24-0.5	0.5	-	29-Jan-09	<11	<11	<11	<11	<11	<11	<13	<11
SCS-24	SCS-24-1.0	1	-	29-Jan-09	<11	<11	<11	<11	<11	<11	<12	<11
SCS-25	SCS-25-0.5	0.5	-	29-Jan-09	<12	<11	<11	<11	91	<11	<13	<11
SCS-25	SCS-25-1.0	1	-	29-Jan-09	<11	<11	<11	<11	<11	<11	<12	<11
SCS-26	SCS-26-0.5	0.5	-	29-Jan-09	<12	<12	<12	<12	<12	<12	<13	<12
SCS-26	SCS-26-1.0	1	-	29-Jan-09	<13	<13	<13	<13	<13	<13	<14	<13
SCS-27	SCS-27-0.5	0.5	-	29-Jan-09	<12	<11	<11	<11	150	<11	<13	<11
SCS-27	SCS-27-1.0	1	-	29-Jan-09	<12	<12	<12	<12	<12	<12	<13	<12

Notes:
Results Reported in Dry Weight
ug/kg - micrograms per kilogram
D - Dilution run
J - Analyte was detected at a concentration below the reporting limit and above the laboratory method detection limit. Reported value is estimated
ft - feet
bgs - below ground surface
EPA - Environmental Protection Agency
< -Not detected above the laboratory method detection limit

Table 2
Metals Analytical Results – Soil Samples – Seacliff
Former Hercules Gas Plant
(Adapted from Supplemental Remedial Investigation Report Table 7-64)

SAMPLE LOCATION	SAMPLE ID	SAMPLE DEPTH (ft bgs)	SAMPLE DATE	SAMPLE METHOD	Metals (mg/kg) - EPA Method 7471A/6020
					Mercury
SRI-SC-01	SS-2644	0.5	25-Oct-12	Hand Auger	0.0466J
SRI-SC-01	SS-2645	1.5	25-Oct-12	Hand Auger	0.114
SRI-SC-01	SS-2652	2.5	25-Oct-12	Hand Auger	0.0723J
SRI-SC-01	SS-2646	3.5	25-Oct-12	Hand Auger	0.0251J
SRI-SC-01	SS-2653	4.5	25-Oct-12	Hand Auger	0.0442J
SRI-SC-01	SS-2647	5.5	25-Oct-12	Hand Auger	0.0407J
SRI-SC-01	SS-2648	7.5	25-Oct-12	Hand Auger	0.0382J
SRI-SC-01	SS-2649	8.5	25-Oct-12	Hand Auger	0.0311J
SRI-SC-01	SS-2654	9.5	25-Oct-12	Hand Auger	0.0267J
SRI-SC-01	SS-2650	10.5	25-Oct-12	Hand Auger	0.0305J
SRI-SC-01	SS-2651	11.5	25-Oct-12	Hand Auger	0.0468J
SRI-SC-02	SS-2655	0.5	25-Oct-12	Hand Auger	0.0358J
SRI-SC-02	SS-2656	1.5	25-Oct-12	Hand Auger	0.0609J
SRI-SC-02	SS-2657	2.5	25-Oct-12	Hand Auger	0.0540J
SRI-SC-02	SS-2658	3.5	25-Oct-12	Hand Auger	0.0341J
SRI-SC-03	SS-2690	0.5	30-Oct-12	Grab	0.0658J
SRI-SC-03	SS-2691	1.5	30-Oct-12	Grab	0.0642J
SRI-SC-03	SS-2692	2.5	30-Oct-12	Hand Auger	0.0812J
SRI-SC-03	SS-2694	3.5	30-Oct-12	Hand Auger	0.0916J
SRI-SC-04	SS-2695	0.5	30-Oct-12	Grab	0.0615J
SRI-SC-04	SS-2696	1.5	30-Oct-12	Hand Auger	0.103
SRI-SC-04	SS-2697	2.5	30-Oct-12	Hand Auger	0.0985
SRI-SC-04	SS-2698	3.5	30-Oct-12	Hand Auger	0.0701J
SRI-SC-04	SS-2699	4.5	30-Oct-12	Hand Auger	0.0739J
SRI-SC-05	SS-2637	0.5	24-Oct-12	Grab	0.884
SRI-SC-05	SS-2638	4.5	24-Oct-12	Hand Auger	0.0298J
SRI-SC-05	SS-2639	5.5	24-Oct-12	Hand Auger	0.0339J
SRI-SC-06A	SS-2640	0.5	24-Oct-12	Grab	1.18
SRI-SC-06B	SS-2641	4.5	24-Oct-12	Hand Auger	0.0890J
SRI-SC-07	SS-2675	0.5	26-Oct-12	Hand Auger	0.0306J
SRI-SC-07	SS-2676	2.5	26-Oct-12	Hand Auger	0.0503J
SRI-SC-07	SS-2677	3.5	26-Oct-12	Hand Auger	0.0544J
SRI-SC-08	SS-2678	0.5	29-Oct-12	Hand Auger	0.0149J
SRI-SC-08	SS-2679	1.5	29-Oct-12	Hand Auger	0.0130J
SRI-SC-08	SS-2680	2.5	29-Oct-12	Hand Auger	0.0166J
SRI-SC-09	SS-2666	0.5	25-Oct-12	Hand Auger	0.0341J
SRI-SC-10	SS-2659	0.5	25-Oct-12	Hand Auger	0.0474J
SRI-SC-10	SS-2660	1.5	25-Oct-12	Hand Auger	0.0374J
SRI-SC-10	SS-2661	2.5	25-Oct-12	Hand Auger	0.0320J
SRI-SC-10	SS-2662	3.5	25-Oct-12	Hand Auger	0.0608J
SRI-SC-10	SS-2663	4.5	25-Oct-12	Hand Auger	0.0287J
SRI-SC-10	SS-2664	5.5	25-Oct-12	Hand Auger	0.0291J
SRI-SC-10	SS-2665	6.5	25-Oct-12	Hand Auger	0.0204J
SRI-SC-11	SS-2673	0.5	26-Oct-12	Hand Auger	0.0291J
SRI-SC-11	SS-2674	0.75	26-Oct-12	Hand Auger	0.0328J
SRI-SC-12A	SS-2667	0.5	25-Oct-12	Hand Auger	0.602
SRI-SC-12B	SS-2686	0.5	29-Oct-12	Grab	0.195
SRI-SC-12B	SS-2688	2.5	29-Oct-12	Hand Auger	0.0673J
SRI-SC-12B	SS-2689	3.5	29-Oct-12	Hand Auger	0.0619J
SRI-SC-13	SS-2681	0.5	29-Oct-12	Hand Auger	<0.00739
SRI-SC-13	SS-2682	1.5	29-Oct-12	Hand Auger	0.0346J
SRI-SC-13	SS-2683	2.5	29-Oct-12	Hand Auger	0.00849J
SRI-SC-13	SS-2684	3.5	29-Oct-12	Hand Auger	0.0210J
SRI-SC-13	SS-2685	4.5	29-Oct-12	Hand Auger	0.0232J
SRI-SC-13	SS-2687	5.5	29-Oct-12	Hand Auger	0.0291J
SRI-SC-14	SS-2642	0.5	25-Oct-12	Hand Auger	0.270
SRI-SC-14	SS-2643	4.5	25-Oct-12	Hand Auger	0.0600J
SRI-SC-15	SS-2668	0.5	26-Oct-12	Hand Auger	0.0534J
SRI-SC-15	SS-2669	3.5	26-Oct-12	Hand Auger	0.0314J
SRI-SC-15	SS-2670	4.5	26-Oct-12	Hand Auger	0.0785J
SRI-SC-15	SS-2671	5.5	26-Oct-12	Hand Auger	0.0195J
SRI-SC-15	SS-2672	6.5	26-Oct-12	Hand Auger	0.0236J
Historical Data					
SCS-01	SCS-1-1008-0.5	0.5	29-Oct-08	-	<0.00134
SCS-02	SCS-2-1008-0.5	0.5	29-Oct-08	-	0.0896
SCS-03	SCS-3-1008-0.5	0.5	29-Oct-08	-	0.146
SCS-04	SCS-4-1008-0.5	0.5	29-Oct-08	-	<0.00155
SCS-05	SCS-5-1008-0.5	0.5	29-Oct-08	-	0.186
SCS-06	SCS-6-1008-0.5	0.5	29-Oct-08	-	0.167
SCS-07	SCS-7-1008-0.5	0.5	29-Oct-08	-	0.473
SCS-07	SCS-7-1008-1.0	1.0	29-Oct-08	-	0.158
SCS-08	SCS-8-1008-0.5	0.5	29-Oct-08	-	0.139
SCS-09	SCS-9-1008-0.5	0.5	29-Oct-08	-	<0.00136
SCS-10	SCS-10-1008-0.5	0.5	29-Oct-08	-	0.441
SCS-10	SCS-10-1008-1.0	1.0	29-Oct-08	-	0.145
SCS-11	SCS-11-1008-0.5	0.5	30-Oct-08	-	0.134
SCS-12	SCS-12-1008-0.5	0.5	29-Oct-08	-	<0.00154
SCS-17	SCS-17-1008-0.5	0.5	30-Oct-08	-	<0.00164
SCS-17	SCS-17-1008-1.0	1.0	30-Oct-08	-	<0.00171
SCS-18	SCS-18-1008-0.5	0.5	30-Oct-08	-	<0.00168
SCS-18	SCS-18-1008-1.0	1.0	30-Oct-08	-	<0.00162
SCS-22	SCS-22-0.5	0.5	29-Jan-09	-	<0.00152
SCS-22	SCS-22-1.0	1	29-Jan-09	-	<0.00170
SCS-23	SCS-23-0.5	0.5	29-Jan-09	-	<0.00163
SCS-23	SCS-23-1.0	1	29-Jan-09	-	<0.00167
SCS-24	SCS-24-0.5	0.5	29-Jan-09	-	<0.00147
SCS-24	SCS-24-1.0	1	29-Jan-09	-	0.115
SCS-25	SCS-25-0.5	0.5	29-Jan-09	-	<0.00149
SCS-25	SCS-25-1.0	1	29-Jan-09	-	<0.00142
SCS-26	SCS-26-0.5	0.5	29-Jan-09	-	<0.00156
SCS-26	SCS-26-1.0	1	29-Jan-09	-	0.134
SCS-27	SCS-27-0.5	0.5	29-Jan-09	-	<0.00149
SCS-27	SCS-27-1.0	1	29-Jan-09	-	<0.00151

Notes:
Results Reported in Dry Weight
mg/kg - milligrams per kilogram
J - Analyte was detected at a concentration below the reporting limit and above the laboratory method detection limit. Reported value is estimated
ft - feet
bgs - below ground surface
EPA - Environmental Protection Agency
< -Not detected above the laboratory method detection limit
- Sample not analyzed
Bold - Indicates detection above laboratory method detection limit.

**PCB DISPOSAL NOTIFICATION APPLICATION
SEACLIFF SOIL REMOVAL PROJECT
FORMER HERCULES GAS PLANT**

FIGURES



Union Pacific Railroad

Plastic-covered mound

Seawall

Pacific Ocean




Seacliff Soil Removal Project
September 2013


Figure 2. Features of Seacliff Area


Former Hercules Gas Plant
Cañada de la Huerta, Gaviota Coast


Note: Oblique aerial view of Seacliff facing north. The black plastic covered mound is shown in the middle above the seawall.

Legend

 Mound Limits





 Surficial Removal Limits


 Completed Soil Sample Location,
September/October 2012

 Seaciff Soil Sample Location,
2008/2009

Note:
PCB Concentration in mg/kg - dry weight.

**PCB Concentration Contours
(ppm - dry weight)**

 1.0
 5.0
 10.0
 50.0

Surface Elevation Contours, 2012
 2-foot Contour Line

Basemap
Aerial flown December 7, 2012

URS



Seaciff Soil Removal Project

September 2013

1:120

1 inch = 10 feet

0 10 20
Feet




**Figure 3a. Surface PCB Concentration
Contours & Soil Samples - Seaciff**


Former Hercules Gas Plant
Cañada de la Huerta, Gaviota Coast



Adapted from: Supplemental Remedial Investigation Report (URS, 2013)

Legend

 Mound Limits





 Completed Soil Sample Location,
September/October 2012

*SRI-SC-11 was sampled at 0.75 ft


 Seacliff Soil Sample Location,
2008/2009

Note:
PCB Concentration in mg/kg - dry weight.

**PCB Concentration Contours
(ppm - dry weight)**

 1.0
 5.0
 10.0
 50.0

Surface Elevation Contours, 2012

 2-foot Contour Line

Basemap

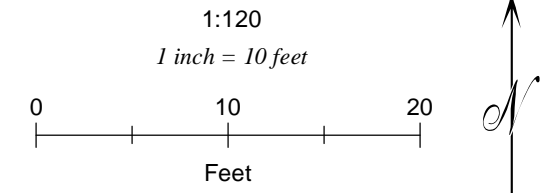
Aerial flown December 7, 2012

URS



Seacliff Soil Removal Project

September 2013



**Figure 3b. 1-Foot to 2-Foot Below Ground
Surface PCB Concentration
Contours & Soil Samples - Seacliff**


Former Hercules Gas Plant
Cañada de la Huerta, Gaviota Coast




Adapted from: Supplemental Remedial Investigation Report (URS, 2013)

Legend

 Mound Limits





 Completed Soil Sample Location,
September/October 2012

*SRI-SC-06B was sampled at 4.5ft.


 Seaciff Soil Sample Location,
2008/2009

Note:
PCB Concentration in mg/kg - dry weight.

PCB Concentration Contours
(ppm - dry weight)

 1.0
 5.0
 10.0
 50.0

Surface Elevation Contours, 2012

 2-foot Contour Line

Basemap

Aerial flown December 7, 2012

URS



Seaciff Soil Removal Project

September 2013

1:120

1 inch = 10 feet

0 10 20

Feet



**Figure 3c. 2-Foot to 3-Foot Below Ground
Surface PCB Concentration
Contours & Soil Samples - Seaciff**

Former Hercules Gas Plant

Cañada de la Huerta, Gaviota Coast

SRI-SC-02
(0.048)

SRI-SC-10
(0.16)

SRI-SC-03
(<0.0034)

SRI-SC-01
(0.044)

SRI-SC-04
(0.020)

SCS-02
(<0.053)

SRI-SC-12B
(0.280)

SCS-16
(<0.051)

SCS-21
(2.3)

SCS-03 (1.2)

SCS-01
(1.5)

SRI-SC-06B (1.2) *

SCS-08 (2.6)

SCS-14 (2.7)

SCS-10
(<0.060)

SCS-07
(0.61)

SCS-06
(0.21)

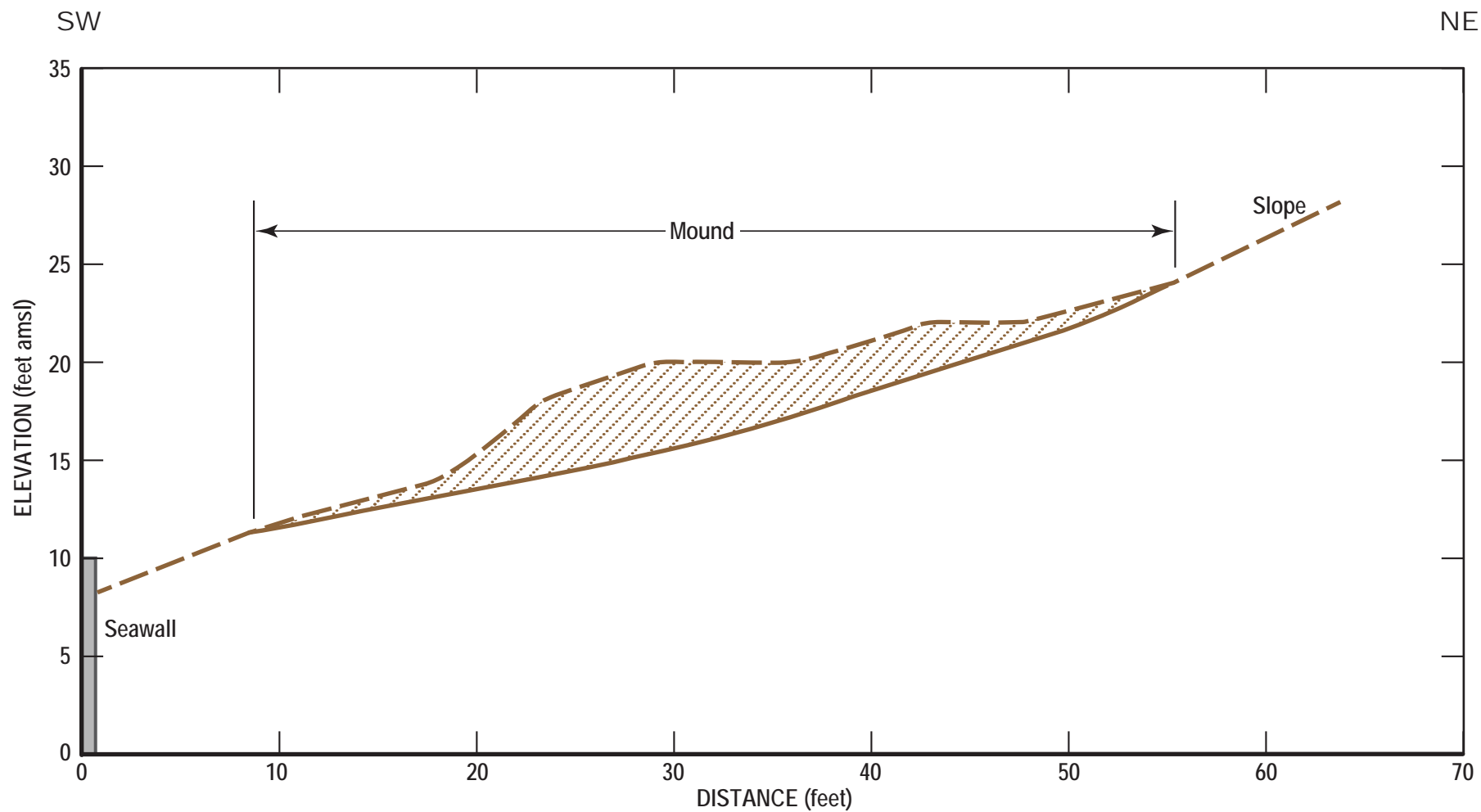
SCS-09
(<0.057)

SRI-SC-13
(0.0081)

SRI-SC-07
(3.0)

SRI-SC-08 (1.1)

Adapted from: Supplemental Remedial Investigation Report (URS, 2013)



Key

- Existing ground surface
- Proposed soil removal depth (new grade after soil removal)
- Material to be removed

Adapted from May 2013 Seacliff Work Plan, Figure 2



Seacliff Soil Removal Project
September 2013

Figure 4. Proposed Limits of Soil Removal Seacliff Area

Former Hercules Gas Plant
Cañada de la Huerta, Gaviota Coast



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**PCB DISPOSAL NOTIFICATION APPLICATION
SEACLIFF SOIL REMOVAL PROJECT
FORMER HERCULES GAS PLANT**

**ATTACHMENT
REGULATORY APPROVALS**

**ATTACHMENT
PROJECT REQUESTS AND
APPROVALS RECEIVED TO DATE**

**CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL
REQUEST FOR ASSISTANCE TO CLEANUP
APNS 081-160-002 AND 081-170-001
NOVEMBER 3, 2009**



Linda S. Adams
Secretary for
Environmental Protection



Department of Toxic Substances Control

Maziar Movassaghi
Acting Director
9211 Oakdale Avenue
Chatsworth, California 91311



Arnold Schwarzenegger
Governor

November 3, 2009

Certified Mail 7005 1820 0006 7112 6891
Return Receipt Requested

Mr. Steven Johnson
Baciu Family LLC Manager
5707 Ridgefield Road
Bethesda, Maryland 20816

REQUEST FOR ASSISTANCE TO CLEANUP PARCELS NUMBERS APN 081-160-002 AND 081-170-001, SHELL WESTERN EXPLORATION & PRODUCTION, INC (SWEPI), GAVIOTA, CALIFORNIA

Dear Mr. Johnson:

The Department of Toxic Substances Control (DTSC), working together with the Interagency Workgroup Team (IWT), is requiring Shell Exploration & Production, Inc. to control and mitigate the hazardous substance release at the above referenced property referred to as the Sea Cliff area. Samplings of the Sea Cliff area have shown elevated levels of polychlorinated biphenyl (PCB) in soils. These PCB contaminations were attributed to PCB discharge from the Shell Western Exploration & Production, Inc. (SWEPI) facility. DTSC has directed SWEPI to control and mitigate the Sea Cliff area to prevent PCB discharge into the ocean.

DTSC would appreciate your cooperation in entering into an access agreement with SWEPI to allow for completion of the required work. Failure to finalize and execute such necessary access agreement within thirty (30) days from the date of this letter may result in DTSC issuing you an Order under its statutory to ensure that appropriate response actions are taken at the property to protect human health and the environment. Under both the federal and state law the current owner of a site is liable party even if the owner did not contribute to the contamination. Please respond within ten (10) days to advise DTSC of whether the Baciu Family LLC will authorize SWEPI access.

Mr. Steven Johnson
November 3, 2009
Page 2

If you have any questions, please contact Ms. Bonnie Wolstoncroft, DTSC Senior Staff Counsel at (916) 322-5837 or via e-mail at bwolston@dtsc.ca.gov or contact me at (818) 717-6547 or via e-mail at miskarou@dtsc.ca.gov.

Sincerely,



Michel Iskarous
Project Manager
Brownfields and Environmental Restoration Program – Chatsworth Office

cc: Mr. Kevin Drude
Santa Barbara County Energy Division
123 East Anapamu Street
Santa Barbara, California 93101-2058

Mr. John Day
Santa Barbara County Energy Division
123 East Anapamu Street
Santa Barbara, California 93101-2058

Mr. Tom Rejzek
Santa Barbara Co Protection Services Division
Hazardous Material Unit
195 West Highway 246, Suite 102
Buelton, California 93427

Ms. Katie DiSimone
California Central Coast Regional Quality Control Board
895 Aerovista Place, Suite 101
San Luis Obispo, California 93401

Ms. Sheila Soderberg
California Central Coast Regional Quality Control Board
895 Aerovista Place, Suite 101
San Luis Obispo, California 93401

Mr. Greg Sweel
Department of Toxic Substances Control
Southern California Cleanup Operations Branch – Cypress Office
5796 Corporate Avenue
Cypress, California 90630

Mr. Steven Johnson

November 3, 2009

Page 3

cc: Mr. Bill Paznokas
Department of Fish and Game
4949 Viewridge Avenue
San Diego, California 92123

Dr. William Bosan
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

Dr. Jim Polisini
Department of Toxic Substances Control
9211 Oakdale Avenue
Chatsworth, California 91311

Mr. David Bernal
URS
130 Robin Hill Road, Suite 100
Santa Barbara, California 93117

Mr. Lynn Walker
Shell Exploration and Production Company
200 North Dairy Ashford
Houston, Texas 77079-1197

Ms. Bonnie Wolsoncroft
Headquarters Legal Affairs
1001 "I" Street
Sacramento, California 95812

**ATTACHMENT
PROJECT REQUESTS AND
APPROVALS RECEIVED TO DATE**

**BACIU FAMILY LLC
PROPERTY OWNER OF RECORD
ACCESS AGREEMENT
JANUARY 26, 2010**

ACCESS AGREEMENT

Preamble and Recitals

This Access Agreement ("Agreement") is entered into as of January 26, 2010 by and between SWEPI, LP, a Delaware Limited Partnership (hereafter referred to as "Licensee") and the BACIU Family LLC, a California Limited Liability Company (hereafter referred to as "Licensor"). Licensee and Licensor are sometimes hereafter collectively referred to as The "Parties" or singularly as a "Party".

- A. Licensor is the owner of certain real property consisting of two contiguous ocean front parcels located along the Gaviota Coast in the County of Santa Barbara, State of California. These parcels have assessor parcel numbers of 081-160-002 and 081-170-001 (hereafter referred to as the "Property"). The legal descriptions for both of these parcels are set forth in Exhibit A, which is attached to this Agreement and hereby incorporated by reference.
- B. A plot map showing the Property is attached hereto as Exhibit B.
- C. Licensee has been ordered by certain governmental and regulatory agencies to tarp a portion of the Property as soon as possible.
- D. Licensee represents that it has also been ordered by certain governmental and regulatory agencies to scrape approximately three hundred (300) cubic yards of soil and sand from the top of the Property, and that debris and concrete also needs to be removed to access and excavate the impacted sand and soil.
- E. Licensor states that the property is part of the California Coastal zone and that owning and operating property in the Coastal Zone, including the work proposed by Licensee, is complicated by the significant rules and regulations of the Coastal Commission and the County of Santa Barbara.
- F. Licensee would like to access the property from the ocean side. Licensor states that there is a seawall near the water line of the Property (the "Seawall"). Licensor states that this Seawall is approximately 8 Feet high and 4 feet thick.

NOW THEREFORE, in consideration of the promises, covenants, conditions and agreements hereinafter set forth, the Parties agree as follows:

Grant of Access and License

1. Licensors hereby grants Licensee a license (the "License") for unlimited access to the Property and access to the beach above the mean high tide line for the entire length of the Property. The purpose of the License is to comply with any and all requirements directed to Licensee by any and all governmental and regulatory agencies, entities and/or departments associated with the clean up and remediation of pollutants from the Hercules Gas Plant. Unlimited access is granted solely for the requirements associated with this Agreement.
2. The unlimited access granted to Licensee by this Agreement includes but is not limited to, individuals, workers, machinery, equipment and vehicles.
3. The unlimited access granted to Licensee by this Agreement is based on the representation by Licensee that two work projects are necessary. The first work project is to tarp the impacted areas as described in Exhibit C, attached hereto. The second work project is to remove approximately three hundred cubic yards of soil and sand from the top of the Property as described in Exhibit D attached hereto.
4. If there are substantial changes to the work plans referenced in section 3 above or if substantial additional work beyond the scope of the work plans is required, the Parties will negotiate any such changes in good faith. As part of these changes, Licensee will promptly deliver to Licensors a copy of any new or revised work plan.
5. Whether during or after the term of this License, Licensee shall timely and appropriately respond, including performance of any required remedial activity, to any directive from any government or regulatory agency directed to Licensee or to Licensors or its successor regarding pollutants or contaminants at the Property which originated from the Hercules Gas Plant or any other Shell facility or which are alleged by that government or regulatory agency to have originated from the Hercules Gas Plant or any other Shell facility, notwithstanding Section 17 of this Agreement. Nothing contained herein shall waive Licensee's right to contest any directive from any government or regulatory agency directed to Licensee or Licensors concerning the Property. In the event that any directive contemplated by this paragraph requires Licensee to access the Property Licensors agrees to negotiate reasonably and in good faith so that Licensee can gain access. Licensors will fully cooperate with all reasonable requests of Licensee regarding Licensee's above response, but at no cost to Licensors.
6. Licensee shall not be responsible for any corrective action, fines, damages or other liability resulting from delay in forwarding any directive received by

Licensors that is not forwarded to Licensee within seven (7) days of receipt by Licensors. Licensors agree to make Licensee aware of any facts, events or government actions that might result in liability for Licensee within a reasonable amount of time that does not prejudice or waive any of Licensors' legal rights and remedies.

7. This Agreement is intended and shall be construed to grant a temporary license for the purposes and for the term set forth herein, and not as a grant of an easement or any other interest in the Property.

Term

8. The License granted Licensee in this Agreement will remain in effect for the earlier of five (5) years or until completion of the two work projects described in Section 1 above. The License may not be extended for a total term of more than five (5) years without the express written consent of Licensors. This Agreement and the License granted by this Agreement are irrevocable by Licensee and Licensors.

Payment and Payment Schedule for Access/License

9. Licensee agrees to pay Licensors the sum of fifty seven thousand five hundred dollars (\$57,500.00) for the unlimited access described in Section 1 above. This payment shall be made as follows:
 - a. Twenty seven thousand five hundred dollars (\$27,500.00) upon execution of this agreement, but not earlier than February 1, 2010;
 - b. Twenty thousand dollars (\$20,000) upon the first anniversary date of the signing of this agreement;
 - c. Ten thousand dollars upon the completion of the projects but not later than February 1st 2016.
10. In addition to the above payment, Licensee also agrees to pay Licensors the additional sum of fifteen thousand dollars (\$15,000.00) for legal fees. This payment will be due with the first installment referenced in Section 9(a) above.

Protection of Seawall

11. Licensee agrees to take all actions consistent with the work plans to protect the Seawall. Licensee understands that the Seawall in this area is fragile, that the structure of the Seawall may currently be undermined, and that heavy equipment traversing the Seawall may structurally damage the Seawall. Licensee will exercise extreme caution to ensure there is no structural damage to the Seawall. In the event the Seawall is damaged by Licensee's acts or actions Licensee shall repair the Seawall and obtain at

Licensee's sole cost and expense any and all permits and fees associated with the repair(s). Licensee understands that its obligation to repair is not just for visual damage to the Seawall but also for structural damage to the Seawall that was caused by Licensee's acts or actions.

Repair of Property

12. Prior to the termination of this Agreement, Licensee shall plug and abandon any wells or other monitoring points installed by or for Licensee in accordance with industry standards, remove any equipment and debris placed on the Property by Licensee and return those portions of the Property disturbed by Licensee's activities to substantially the same condition as existed immediately prior to Licensee's entry under this Agreement, except for removed contaminants.

Costs

13. Licensee shall be responsible for all of the costs for access, work and remediation under this Agreement.
14. Licensee will not permit any mechanic's, materialmen's or other similar liens or claims to stand against the Property for labor or material furnished in connection with any work performed by or for Licensee under this Agreement. Upon reasonable and timely notice of any such lien or claim delivered to Licensee by Licensor, Licensee may bond and contest the validity and the amount of such lien. After all applicable rights to appeal any resulting judgment have either been exercised or waived Licensee will immediately pay any such judgment together with all appropriate costs and charges, and will have the lien or claim released at its sole expense.

Applicable Law, Regulations and Permits

15. Licensee will comply with all applicable laws, statutes, ordinances, or regulations with respect to all work performed or caused to be performed by Licensee pursuant to this Agreement.
16. Licensee will obtain, at its sole cost and expense, all permits required from any and all government agencies and entities for the access and work performed pursuant to the terms of this Agreement. Licensee will promptly provide Licensor copies of any and all such permits, and the applications for them, at Licensee's cost.

Mutual Releases

17. With the exception of the obligations set forth in this Agreement, Licensor does for itself and its former, current and future agents, officers, directors,

fiduciaries, employees, attorneys, representatives, parents, subsidiaries, affiliates, predecessors, successors, shareholders, members, partners, limited partners, heirs and assigns, hereby release and forever discharge Licensee and its former current or future agents, officers, directors, fiduciaries, employees, attorneys, representatives, parents, subsidiaries, affiliates, insurers, predecessors, successors shareholders, members, partners, limited partners, heirs and assigns from any and all present and future claims, liabilities, causes of action, liens, damages, losses, costs, fines, interest expense, penalties, demands and/or obligations, of every kind and nature, whether now known or unknown, suspected or unsuspected, which Licensors ever had, now has, or hereafter can, shall or may have for, upon or by reason of any act, transaction, practice, conduct, matter, cause or thing of any kind whatsoever, relating to or based upon, in whole or in part, any act, transaction, practice or conduct prior to the date of this Agreement, including but not limited to matters dealing with the subject of this Agreement. This release and discharge includes, but is not limited to any and all claims arising under federal, state and local statutory or common law, and the laws of contract and tort, and any claim for attorneys' fees. Licensors promise never to file a lawsuit or assist in or commence any action asserting any claims, losses, liabilities, demands or obligations released hereunder.

18. With the exception of the obligations set forth in this Agreement, Licensee does for itself and its former, current and future agents, officers, directors, fiduciaries, employees, attorneys, representatives, parents, subsidiaries, affiliates, predecessors, successors, shareholders, members, partners, limited partners, heirs and assigns, hereby release and forever discharge Licensors and its former current or future agents, officers, directors, fiduciaries, employees, attorneys, representatives, parents, subsidiaries, affiliates, insurers, predecessors, successors shareholders, members, partners, limited partners, heirs and assigns from any and all present and future claims, liabilities, causes of action, liens, damages, losses, costs, fines, interest expense, penalties, demands and/or obligations, of every kind and nature, whether now known or unknown, suspected or unsuspected, which Licensee ever had, now has, or hereafter can, shall or may have for, upon or by reason of any act, transaction, practice, conduct, matter, cause or thing of any kind whatsoever, relating to or based upon, in whole or in part, any act, transaction, practice or conduct prior to the date of this Agreement, including but not limited to matters dealing with the subject of this Agreement. This release and discharge includes, but is not limited to any and all claims arising under federal, state and local statutory or common law, and the laws of contract and tort, and any claim for attorneys' fees. Licensee promises never to file a lawsuit or assist in or commence any action asserting any claims, losses, liabilities, demands or obligations released hereunder.

Civil Code Section 1542 Waiver of Known or Unknown

19. Each Party acknowledges there is a risk that subsequent to the execution of this Agreement, the Party may incur additional injury, losses, damages, costs, penalties, fines, interest expenses, attorneys' fees or expenses, or any of these, which is in some way caused or connected to the subject of this Agreement, or which is unknown and unanticipated at the time this Agreement is signed, or which is not presently capable of being ascertained. Nevertheless, each Party acknowledges that Sections 17 and 18 of this Agreement have been negotiated and agreed upon in light of that realization and each Party hereby expressly waives any rights it may have in such unsuspected released claims. Each Party further agrees, as stated more fully in Sections 11 and 12 of this Agreement that those Sections extend to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present or future. In doing so, each Party acknowledges that it has had the benefit of counsel, has been advised of, understands and knowingly and specifically waives its rights under California Civil Code Section 1542. California Civil Code Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Indemnification

20. Licensee shall indemnify and hold Licensor harmless from all liability, claims, demands, damages, expenses (including reasonable attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with third Party claims against Licensor), and costs resulting from any cause arising from or connected with Licensee's entry onto Licensor's Property as described herein, including the entry of Licensee's employees, agents and contractors. Further, Licensee shall repair any and all damage arising from Licensee's investigation or other conduct occurring on, or related to Licensee's entry onto, Licensor's Property. Licensee shall defend and protect Licensor from liability for any injuries to persons or property occurring during any activity, investigation or work performed by or at the direction of Licensee on Licensor's Property.

Sharing of Correspondence

21. Licensee agrees to promptly provide, at its expense, to Licensor copies of any and all correspondence between Licensee (or Licensee's environmental consultant or attorney if copied to Licensee) and any and all government

agencies or the Union Pacific railroad concerning the Property or the Seawall. Licensee will have the right to redact, white out or otherwise withhold any information included in any such correspondence that does not concern, affect or impact the Property or the Seawall.

22. Licensor agrees to promptly provide, at its expense, to Licensee copies of any and all correspondence between Licensor (or Licensor's environmental consultant or attorney if copied to Licensor) and any and all government agencies or the Union Pacific railroad concerning the Property or the Seawall. Licensor will have the right to redact, white out or otherwise withhold any information included in any such correspondence that does not concern, affect or impact the Property or the Seawall. This paragraph is limited to correspondence that concerns, impacts or might impact the rights of Shell, any of its entities or successors in interest or The Hercules Gas Plant.

Legal Action:

23. If either Party breaches any provision of this Agreement, then the injured Party may, subject to Section 27, institute legal action against the defaulting Party for specific performance, injunctive relief, declaratory relief, damages, or any other remedy provided by law.
24. All remedies herein or at law shall be cumulative and not exclusive. Subject to any clearly contrary provision of this Agreement, any reference herein to rights or remedies "at law" or "under applicable law" shall also include any rights or remedies "in equity."
25. If any legal action, arbitration or other proceeding arising out of or relating to this Agreement is brought by any Party to this Agreement or such Party's successor, the prevailing Party shall be entitled to receive from the non-prevailing Party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs, and expenses incurred in the action, arbitration or proceeding by the prevailing Party.

Waivers

26. No failure by any Party hereto to insist upon strict performance by the other Party of any covenant, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall affect or alter this Agreement, and each and every term, condition and covenant of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

Notice

27. Notice shall be given as follows:

(a) Any notice to Licensor shall be given by United States Postal Service certified or registered mail or hand deliverer to

Name: SWEPI LP
Title: Legacy Manager
Street Address: 200 N Dairy Ashford
City and State: Houston, TX
Zip Code: 77079

(b) Any notice to Licensee shall be given by United States Postal Service certified or registered mail or hand deliverer to

Name: Baciu Family LLC
Title: Manager Steven Johnson
Street Address: 5707 Ridgefield Road
City and State: Bethesda, Maryland
Zip Code: 20816

Dispute Resolution

28. The Parties agree that should any dispute arise under this Agreement which cannot be amicably resolved, the dispute shall be submitted to mediation prior to then being submitted to Arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any mediator or arbitrator selected by the Parties shall be knowledgeable in environmental law and/or remediation technologies if that is the substantive part of their dispute. The place of mediation and arbitration shall be the County in which the Property is located.

Governing Law

29. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Entire Understanding

30. This Agreement sets forth the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations and dealings pertaining to this Agreement.

Counterparts

31. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

No Amendments

32. This Agreement may not be amended, waived, terminated or discharged, except by an instrument in writing executed and acknowledged by Licensor and Licensee.

Person; Gender

33. Whenever required by the context hereof the singular shall be deemed to include the plural and the plural to include the singular and the masculine, feminine and neutral genders shall be deemed to include the others.

Binding Effect

34. This Agreement shall be binding on any successor owner(s) of the Property as well as any successor owner(s) of Licensee or the assets and liabilities of Licensee. Licensee may at its discretion record a copy or an abstract of this Agreement or a reference to this Agreement in The County Recorder's Office for Santa Barbara County and, if so recorded, Licensee shall also record a Quitclaim Deed for the Property at the end of the term of the License.

Severability

35. In the event that any provisions of this Agreement should be held to be void, voidable, or unenforceable, the remaining portions hereto shall remain in full force and effect.

Integration

36. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as specifically set forth in this Agreement. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement.

Agreement Headings

37. All headings of the sections and articles of this Agreement have been inserted for convenience of reference only, and are not to be considered a part of this Agreement and shall in no way affect the interpretation of the provisions of this Agreement.

Independent Legal Counsel

38. Licenser and Licensee respectively warrant that each has been advised and has had ample opportunity to consult with independent legal counsel about this Agreement and the terms of this Agreement as well as the review of this Agreement.

No Admissions

39. Nothing contained in this Agreement shall be construed as an admission of any fact or liability by any Party.

Authority

40. The individual who executes this Agreement on behalf of either Licensee or Licenser represents and warrants that he has the authority to contractually bind the Party for whom he is signing.

Executed as of January 26, 2010

Licensee

By B. K. Garrison
B. K. Garrison
Attorney-In-Fact

Licenser

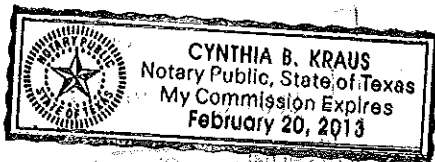
By Steven C. Johnson
Steven Johnson
Manager, Baciu Family LLC

State of Texas)
) ss.
County of Harris)

On Jan. 26, 2010, before me, Cynthia B. Kraus,
personally appeared B. K. Garrison as Attorney In Fact,
, who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Cynthia B. Kraus

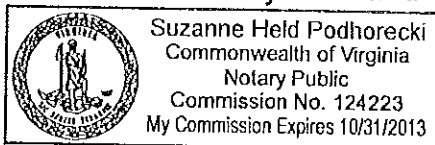
(Signature of Notary Public)

State of Virginia)
) ss.
County of Loudoun)

On Jan. 22, 2010, before me, Suzanne Held Podhorecki, personally appeared Steven C. Johnson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Place notary seal above)

A handwritten signature in cursive script that reads "Suzanne Held Podhorecki".

(Signature of Notary Public)

**ATTACHMENT
PROJECT REQUESTS AND
APPROVALS RECEIVED TO DATE**

**SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT
PERMIT EXEMPTION (FORM-07A - SOIL EXCAVATION 1,000 CY OR LESS
JULY 26, 2013**



**Santa Barbara County
Air Pollution Control District**

Our Vision  Clean Air

JUL 26 2013

Certified Mail 7011 3500 0002 7299 2394
Return Receipt Requested

Ms. Beth Cornett
URS Corporation
130 Robin Hill Road, Suite 100
Santa Barbara, CA 93117

FID: 11450
Permit: E 14235
SSID: 10292

Re: Permit Exemption Request Approval for Exemption 14235

Dear Ms. Cornett:

We have sent you this letter as the authorized agent acting on behalf of the owner/operator. On July 10, 2013, the Santa Barbara County Air Pollution Control District (District) received your request for a permit exemption for the equipment/process listed below. Based on the information you provided, the District has determined that no permits are required at this time. Specifically:

Property Owner: BACIU Family, LLC.
5707 Ridgefield Road
Bethesda, MD 20816

Equipment Operator: URS Corporation
130 Robin Hill Road, Suite 100
Goleta, CA 93117

Equipment/Process Exempted: Contaminated Soil Excavation and Disposal Project located at the Hercules Gas Plant - Seacliff Area, Goleta, CA 93117

Basis for Exemption: District Policy 7-A "*Request for Exemption from Permit for Excavation of Contaminated Soils*".

Condition(s): This exemption is valid if the following conditions are met:

1. Odors shall not be detectable beyond the property boundary. If odors are detected outside of the property boundary, the project shall cease immediately and mitigation measures shall be taken to eliminate the nuisance potential. These measures shall include applying heavy-duty plastic sheeting that is held securely to the ground over excavated areas. This sheeting shall be kept readily available onsite during the project.
2. Dust shall be controlled by use of water spray trucks to prevent any nuisances.
3. No chemicals defined by District Rule 102 as a Reactive Organic Compound shall be used during the excavation.
4. No chemicals designated as a Toxic Air Contaminant or Candidate Toxic Air Contaminant shall be used during the excavation.

Louis D. Van Mullem, Jr. • Air Pollution Control Officer

5. All particulate emissions from load-out and transit of excavated materials shall be controlled by applying water, and covering the loads with continuous heavy-duty plastic sheeting prior to exiting load-out area and during transit. No openings or holes in the covers shall be permitted.
6. All temporary soil stockpiles shall be covered with continuous heavy-duty plastic sheeting and kept moist in order to control dust generation. At the end of each work day, temporary soil stockpiles, open pits and exposed sidewalls shall be covered with continuous heavy-duty plastic sheeting held securely to the ground.
7. All contaminated soil removed from the site shall be transported to a State-approved treatment/disposal facility.
8. Areas of vehicle movement shall be kept damp enough to prevent dust from leaving the site.
9. In the event the project produces nuisance complaints from the general public or visible dust emissions are evident offsite, the project shall cease immediately and mitigation measures shall be taken to eliminate the nuisance potential. These measures shall include applying heavy-duty plastic sheeting that is held securely to the ground over excavated areas. This sheeting shall be kept readily available onsite during the project.
10. The applicant shall record and maintain the following information. This data shall be maintained for a minimum of three (3) years from the date of each entry and made available to the District upon request:
 - a. Dates and number of hours per day of excavation activities.
 - b. Start and end times each day excavation activities occur.
 - c. Amount of soil excavated per day.
 - d. Description of type and engine size of onsite mobile excavation equipment used.
 - e. Records of treatment/disposal shall be maintained for all contaminated soil removed from this site. Such records shall include identification and location of the generator, the transporter and the receiving facility. In addition, such records shall be signed and dated by each of the above parties indicating the receipt or relinquishment of the contaminated soil at the time custody is transferred.
11. Within 60 days of the completion of the project, a written report documenting compliance with the terms and conditions of this exemption shall be provided by the applicant to the District (Attn: *CSC Project Manager*). The report shall contain information necessary to verify compliance with the emission limits and other requirements of this exemption. The report shall be in a format approved by the District. Compliance with all limitations and restrictions shall be documented in the submittals. All logs and other basic source data not included in the report shall be made available to the District upon request. The report shall include all records required by condition 10.a. – e. above.
12. The District shall be notified (in writing, Attn: *CSC Project Manager*) upon completion of the project.
13. This exemption approval letter or a facsimile shall be on site during the project and available upon request by the District.
14. This exemption is valid for one year from the date of issuance.


15. The amount of contaminated soil excavated under this exemption shall not exceed 1,000 cubic yards. If additional work is required beyond this, the applicant shall immediately cease work and submit an exemption or permit application. No additional work may be completed until a new exemption or permit is issued.
16. The conditions of this exemption are valid for the entire length of the project, including excavation, sampling, stockpiling and transportation offsite and backfilling with clean, imported-fill soil. This condition shall not be construed as allowing work beyond one year from issuance or allowing excavation beyond the 1,000 cubic yards of contaminated soil.
17. Heavy duty plastic sheeting required by this permit shall be at least 20 mil thick. DURA SKRIM 10HUV, a 10 mil, polyester-reinforced polyethylene sheeting may be used in place of 20 mil plastic sheeting. If the District determines at any time that DURA SKRIM 10HUV sheeting is not effective at controlling dust or ROC emissions, the permittee shall apply 20 mil plastic sheeting.

Failure to comply with any of the conditions of this permit exemption authorization shall be considered a violation of District Rule 201 and will result in the immediate loss of permit exemption. The Applicant shall be subject to enforcement action for any documented permit exemption condition violations. In addition, performing activities at this site that are not outlined in the Equipment/Process Description section above or that have the potential to cause an adverse impact on the air quality or on public health may be grounds for revocation of this permit exemption authorization. Any changes to the project must be submitted to and approved by the District in writing prior to conducting any work at the site, and may be subject to a District permit.

Although you are not currently required to obtain permits for this activity, the District's prohibitory rules (Regulation III) may still require you to operate within specified limitations. Be sure to familiarize yourself with the applicable rules to ensure continued compliance of your equipment.

Please include the Facility Identification (FID) and Exemption numbers as shown on page one of this letter on all correspondence regarding this exemption. If you have any questions, please contact Paula Iorio of my staff at (805) 961-8867.

Sincerely,



Michael Goldman, Manager
Engineering Division

cc: Hercules Gas Plant - Seacliff Area (CSC) 11450 Project File
ECD Chron File
Paula Iorio

**ATTACHMENT
PROJECT REQUESTS AND
APPROVALS RECEIVED TO DATE**

**CALIFORNIA COASTAL COMMISSION
ENERGY, OCEAN RESOURCES AND FEDERAL CONSISTENCY DIVISION
COASTAL DEVELOPMENT PERMIT APPLICATION
DE MINIMUS WAIVER
AUGUST 2, 2013**

CALIFORNIA COASTAL COMMISSION

45 FREMONT, SUITE 2000
SAN FRANCISCO, CA 94105-2219
VOICE AND TDD (415) 904-5200
FAX (415) 904-5400



NOTICE OF COASTAL DEVELOPMENT PERMIT
DE MINIMIS WAIVER

DATE: August 2, 2013

PERMIT NO. 9-13-0490-W

TO: Coastal Commissioners and Interested Parties

SUBJECT: Waiver of Coastal Development Permit Requirements

Based on the plans and information submitted by the applicant for the development described below, the Executive Director of the Coastal Commission hereby waives the requirements for a coastal development permit (CDP), pursuant to Section 30624.7 of the California Coastal Act.

Applicant: Mark Himberger
Shell Exploration and Production Company
HSSE SD/SE – C440 D, 150 North Dairy Ashford St.
Houston, Texas 77079-1197

Project Description: The applicant proposes to remove approximately 50 cubic yards of polychlorinated biphenyl (PCB) contaminated soil located above and landward of an existing seawall approximately one mile upcoast of Arroyo Quemada on the Gaviota coast of Santa Barbara County. Clean-up activities would involve the transit of a material transport truck, excavator, and mini-excavator across approximately one mile of wet- and dry-sand beach at low tide in order to access the site and remove the targeted material. All proposed work would be carried out during daylight hours and would be limited to approximately four hours per day for approximately eight days.

Background: The applicant has assumed responsibility for remediation and restoration of the now-decommissioned natural gas plant that Shell previously operated within the Canada de la Huerta area of the Gaviota coast, directly inland of the proposed project site. Extensive soil contamination was found at the former gas plant site and cleanup and restoration activities are being carried out under the direction of an Interagency Workgroup Team comprised of representatives of the County of Santa Barbara, the Department of Toxic Substances Control, the Department of Fish and Wildlife, and the Regional Water Quality Control Board. In addition to the clean-up of the gas plant site, additional contaminants were found to have accumulated in soil located seaward of the gas plant adjacent to an existing seawall. The proposed clean-up project would target the most highly contaminated of this soil, a total of

approximately 50 cubic yards, and would transfer it to an authorized storage facility before additional erosion can cause it to disperse into the ocean.

Waiver Rationale: For the following reasons, the proposed project will not have a significant adverse effect, either individually or cumulatively, on coastal resources, nor will it conflict with policies of Chapter 3 of the Coastal Act.

The contaminated soil to be removed is located adjacent to areas above and behind and existing seawall in which small rocks and wave-cast cobblestones have accumulated. The targeted soil is covered with a plastic tarp that has prevented the establishment of vegetation on it and has limited its viability as plant or animal habitat. The removal of this material and all equipment operation and removal activities will be carried out within areas of bare ground or loose cobblestone and will be carried out without disturbing or removing any vegetated habitat areas. In addition, all work areas will be covered with plastic sheeting, construction matting, or tarps to contain the targeted soil and ensure that all contaminated material is captured, transferred, and removed in a secure manner and that no material is lost or discharged onto any beach or habitat areas. Review and oversight of clean-up operations will be carried out by staff of those agencies represented on the Interagency Workgroup Team.

Clean-up activities will be carried out with light equipment, vehicles, and hand tools to the extent feasible. Use of heavy equipment on beach areas will be limited to no more than a transport truck, excavator, and min-excavator, and will be carried out only when use of light equipment and hand tools cannot be carried out in a manner consistent with technical requirements or human health and safety needs. Any heavy equipment used on the beach or project site will use vegetable based hydraulic oil and spill containment and clean-up material will be maintained on site to address any accidental release of hazardous material due to equipment operation. All equipment transit and soil removal activities will be carried out during daylight hours when tide heights, weather, and surf conditions assure that seawater is not present within equipment transit and staging areas. All project equipment and vehicles will be removed and stored at an appropriate offsite facility at the conclusion of each work day.

The equipment transit and material transport route will be inspected by a qualified biologist prior to each use by vehicles or equipment to ensure that no sensitive species or marine mammals are located within its proximity. If such species are observed within the transit route, transit will be delayed until the species have left the area. Worker environmental awareness training will be provided to all site personnel by a qualified biologist prior to the initiation of project activities.


All exposed rocks and rock outcrops located on the beach along the transit and transport route will be avoided or covered with sandbags and/or construction matting to chipping or breakage during vehicle and equipment transit. In addition, no low-ground-clearance (less than 12-inches) vehicles or equipment will transit the beach area.

The proposed project site is not near any public access sites and project work will not require closure or restricted access of any public coastal access. Public access to the work area will be restricted due to safety concerns, however, the work area is located approximately one mile from the nearest coastal access and provides limited recreation potential due to the presence of the seawall and associated lack of dry sand beach. Vehicle and equipment transit along the beach area to and from the work site will be carried out during weekdays and project personnel will proceed ahead of vehicles and equipment to inform beach users or recreationists of the location of the transit path and recommend that they remain at a safe distance temporarily during transit.

Important: This waiver is not effective unless the project site has been posted and until the waiver has been reported to the Coastal Commission. This waiver is proposed to be reported to the Commission at the meeting of August 14-15, 2013 in Santa Cruz. If four or more Commissioners object to this waiver, a coastal development permit will be required.

Sincerely,

CHARLES LESTER
Executive Director

By:  _____

ALISON J. DETTMER
Deputy Director

**ATTACHMENT
PROJECT REQUESTS AND
APPROVALS RECEIVED TO DATE**

**CALIFORNIA STATE LANDS COMMISSION
LETTER OF NON-OBJECTION
WORK PLAN FOR SOIL REMOVAL PROJECT
FORMER HERCULES GAS PLANT
AUGUST 16, 2013**

CALIFORNIA STATE LANDS COMMISSION
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

Our 75th Year



1938-2013
AUG 16 2013

JENNIFER LUCCHESI, *Executive Officer*
(916) 574-1800 Fax (916) 574-1810
California Relay Service TDD Phone 1-800-735-2929
from Voice Phone 1-800-735-2922

Contact Phone: (916) 574-0992
Contact Fax: (916) 574-1835

File Ref: SD2013-01-25.4

Sent via US Mail and email to: mark.himeberger@shell.com

Mark Himeberger
Senior Environmental Engineer, Legacy Group
Shell Western Exploration and Production Company
150 North Dairy Ashford Street
Houston, Texas 77079-1197

Sent via US Mail and email to: beth.anna.cornett@urs.com

Beth Anna Cornett
URS Corporation
130 Robin Hill Road, Suite 100
Santa Barbara, CA 93317

Subject: Letter of Non-Objection of the Work Plan for Soil Removal in the Seacliff Area near the former Hercules Gas Plant, located within Assessor Parcel Number's 081-180-001 and 081-170-001, 002, and 003, Canada De La Huerta, Santa Barbara County

Dear Mr. Himeberger and Ms. Cornett:

Staff of the California State Lands Commission (Commission) reviewed the Interagency Workgroup Team (IWT) Work Plan for Soil Removal-Seacliff Area (Work Plan) prepared by URS Corporation (URS), May 27, 2013, and supplemental information provided by URS, dated July 24, 2013, in order to remove approximately 50 cubic yards of surface soils contaminated with polychlorinated biphenyls (PCB's).

The scope of the soil removal activity, as Commission staff understands it, includes the following Best Management Practices:

- URS will prepare a site-specific Health and Safety Plan (HASP) for the Seacliff material removal in accordance with 29CFR1910.120 and safety policies to:
 - Identify and describe potential hazards that may be encountered during field operations.
 - Specify protective equipment and clothing for on-site activities
 - Outline measures to be implemented in the event of an emergency
- Materials management controls include the following BMPs:
 - The digging and/or excavation of the impacted soil will occur above and behind the seawall.
 - Work area will be covered with 10-mil plastic sheeting to contain any potential spilled material.
 - No equipment will be placed or operated on the seawall.
 - Sediment filter socks will be placed on the ground surface at downslope areas near the mound to control potential erosion in the work area.
 - The impacted materials will be dug using appropriate tools including an excavator and/or hand tools.
 - Removed material will be directly placed into secured and labeled Super Sacks behind the seawall.
 - Each filled and secured sack will be loaded directly into an articulated dump truck staged on the beach adjacent to the seawall.
 - A beach side work zone will be established greater than 15 feet from the mean-low and low-low water line, covered with a 10-mil plastic sheeting secured with gravel bag and surrounded by absorbent socks.
 - No work will be conducted in the water and tide and wave conditions will be monitored.
 - No work will be undertaken during rain events or heavy surf.
- Vehicle management and mobilization controls include the following BMPs:
 - The excavators and dump truck that will travel along the beach will use environmentally safe hydraulic oil (vegetable based).
 - Equipment used on the beach will be removed from the beach each day.
 - Equipment on the beach will be limited to vehicle required for the site work.
 - Sacks will be offloaded from the dump truck via a rubber-tired loader and placed into a transport haul truck or roll-off vessels stationed at an upland transfer area.
 - Haul trucks will transport sacked material directly to the proper disposal facility.
 - All project equipment and materials will be demobilized and removed upon completion of site work.

- Biological resource controls include the following BMPs:
 - Prior to the start of the work day, a biologist will walk the beach route to determine whether marine mammals are on the beach.
 - A biologist will perform periodic checks throughout the work day.
 - Work will be stopped if marine mammals are observed within the stretch of beach until the animal has dispersed.
 - If vehicle movement is necessary to exit the beach prior to on coming tide, a maximum feasible buffer distance will be maintained between vehicle and animal.

Commission staff does not object to the soil removal activities described above including beach access to facilitate removal being conducted on the shore above the mean high tide line of the Pacific Ocean in the Seacliff Area located within APN 081-180-001 and 081-170-001, 002, and 003, subject to the following conditions:

1. That the State of California, its officers, agents, and employees shall not be liable for any claims, damages, or injuries of any kind and from any cause, arising out of or connected in any way with the proposed action, and that Shell Western Exploration and Production Company (Shell) shall indemnify, hold harmless, and, at the option of the State, defend the State, its officers, agents, and employees, against and for any and all liability for any claims, damages, or injuries of any kind and from any cause, arising out of or connected in any way with the proposed action;
2. Shell shall provide the Commission staff satisfactory evidence of general liability insurance coverage as requested naming the Commission as an additional insured.
3. That Shell shall comply with any and all terms and conditions imposed by Commission staff;
4. That Shell shall obtain and secure, prior to commencement of work, all approvals necessary or appropriate from any and all other agencies or governmental entities having jurisdiction;
5. That disturbance of the property under the Commission's jurisdiction shall be kept to a minimum area consistent with the nature and purpose of the event, and that Shell shall take all necessary and appropriate precautions to prevent littering or pollution on State lands, waterways, and adjoining properties;

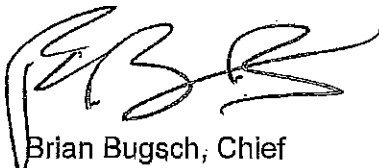
6. That Shell shall be responsible for any damage, destruction, or loss occurring to State lands, waterways, adjoining property, or other members of the public arising from Shell's activities under the Work Plan; and *MD 8/27/13*
7. That Shell shall provide Commission staff notice prior to any actual work or activity taking place pursuant to the approvals given and shall provide to Commission staff any information requested as to the work completed.

The Executive Officer finds that the project is categorically exempt from the California Environmental Quality Act (CEQA) as a categorically exempt project. The project is exempt under Class 30, Minor Actions to Prevent, Minimize, Stabilize, Mitigate or Eliminate the Release or Threat of Release of Hazardous Waste or Hazardous Substances; California Code of Regulations, Title 14, section 15330.

Please have this document approved by signing below and return to us with authorization for the person signing. If a signed copy of this Letter of Non-Objection is not received by the Commission within five (5) days of the date of this letter, this authorization will be null and void.

This letter is not intended, nor shall it be construed as, a waiver or limitation of any right, title, or interest of the California State Lands Commission in any lands under its jurisdiction. If you have any further questions, please contact Al Franzoia, Public Land Management Specialist, by telephone at (916) 574-0992 or by email at al.franzoia@slc.ca.gov.

Sincerely,



Brian Bugsch, Chief
Land Management Division

Approved By: 

Warren E. Koshak
Attorney-in-Fact

Title: _____

Date: 8/19/13

M. Himeberger and B. Cornett
Shell
Page 5

SD2013-01-25.4

cc: Al Franzoia
California State Lands Commission

Eric Gillies, Assistant Chief
Division of Environmental Planning and Management
California State Lands Commission
eric.gillies@slc.ca.gov

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Cassidy Teufel
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Dean Dussette
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William Paznokas
California Department of Fish and Wildlife
William.Paznokas@wildlife.ca.gov

Paula Iorio
Santa Barbara County Air Pollution Control District
ioriop@sbcapcd.org

SWEPI LP

Power of Attorney

SWEPI LP (the "Company"), a limited partnership organized and existing under the laws of the State of Delaware with its principal executive offices at 200 North Dairy Ashford, Houston, Texas 77079, hereby nominates, appoints, and authorizes W. E. Koshak as its Attorney-in-Fact to execute, deliver, accept, assign, amend, extend, ratify, verify, terminate, release and surrender certain instruments and documents, more particularly described below, on behalf and in the name of the Company in the usual course of its business:

- (1) Agreements, options and other instruments for acquisition or disposition (whether by purchase, sale, exchange, or otherwise), or conveyance of real or personal property (including leasehold, royalty and other interests in oil, gas or other minerals) as well as broker agreements for the acquisition, disposition or conveyance of real or personal property;
- (2) Leases for oil, gas or other minerals, and other leases of real or personal property (including surface leases), whether the Company is lessor or lessee and subleases under such leases;
- (3) Easements, permits, rights-of-way, surface use agreements and licenses, whether the Company is grantor or grantee;
- (4) Agreements, powers and declarations relating to pooling or unitization of leasehold, royalty or other interests in oil, gas, or other minerals, or relating to dissolution of pooled or unitized units (including such instruments by the Company both as principal and as agent of others, with full power of substitution);
- (5) Agreements relating to overriding royalty and production payments;
- (6) Joint bidding agreements, joint operating agreements, tax partnership agreements, farm-out and farm-in agreements and acreage or money contribution agreements;
- (7) Division orders and transfer orders;
- (8) Agreements for, or incident to, waterflooding or other secondary or tertiary recovery operations;
- (9) Agreements for purchase of gas, water, electricity or other utilities, and agreements relating to transportation or communication;
- (10) Applications, licenses, permits and all other instruments required or allowed by governmental authorities;
- (11) Bonds and indemnities, subordination agreements, and statutory notices of default or sale under mortgages or deeds of trust;

(12) Applications, bids or offers to lease, at public or private sales by local or state governments, or any agency thereof, for leases for oil, gas, or other minerals, permits, royalties, mineral interests or surface or fee interests;

(13) Settlements, releases and compromises of demands, causes of action or claims for damages affecting the Company's properties, rights or obligations, whether real or personal, and whether or not subject to litigation, as well as verified complaints, answers and responses to interrogatories and any other document or pleading necessary or desirable to defend or pursue a claim affecting the Company's properties, rights or obligations.

This Power of Attorney shall be in effect as of 12:01 a.m. Central Standard Time on May 1, 2010, and thereafter shall continue in full force and effect until revoked in writing.

IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be signed by its Vice President - Finance, sealed with its company seal, and attested by its Secretary.

ATTEST:

SWEPI LP

Lynn S. Borgmeier
Lynn S. Borgmeier
Secretary

By: M. V. Gaffigan
M. V. Gaffigan
Vice President - Finance

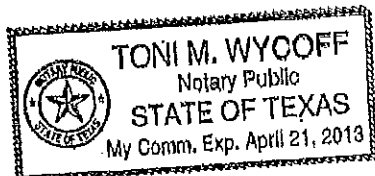
Date Executed: May 3, 2010

Witness:
Kinda L. Meagher

Witness:
Judy Saperstayer

STATE OF TEXAS)
COUNTY OF HARRIS) ss.

This instrument was acknowledged before me this 3rd day of May, 2010, by M. V. Gaffigan, Vice President - Finance of SWEPI LP, a Delaware limited partnership, on behalf of said Company.



Toni M. Wycoff
Notary Public in and for the State of Texas

**ATTACHMENT
PROJECT REQUESTS AND
APPROVALS RECEIVED TO DATE**

**CALIFORNIA STATE LANDS COMMISSION
CALIFORNIA ENVIRONMENTAL QUALITY ACT
NOTICE OF EXEMPTION, CLASS 30
AUGUST 21, 2013**

**CALIFORNIA STATE
LANDS COMMISSION**

EXECUTIVE OFFICE
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

JENNIFER LUCCHESI, *Executive Officer*
(916) 574-1800 Fax (916) 574-1810
California Relay Service TDD Phone 1-800-735-2929
Voice Phone 1-800-735-2922

Contact Phone: (916) 574-1890
Contact FAX: (916) 574-1885

NOTICE OF EXEMPTION

File Ref: SD 2013-01-25.4
Calendar Item: N/A

Project Title: LETTER OF NON-OBJECTION OF THE WORK PLAN FOR SOIL REMOVAL IN THE SEACLIFF AREA NEAR THE FORMER HERCULES GAS PLANT, SANTA BARBARA COUNTY – SD 2013-01-25.4

Project Location: Sovereign land in the Seacliff area near the former Hercules Gas Plant, located within Assessor Parcel Numbers 081-180-001 and 081-170-001, 002, and 003, Canada De La Huerta, Santa Barbara County.

Project Description: Authorize the work plan for soil removal in the Seacliff area near the former Hercules Gas Plant, Santa Barbara County.

Name of Public Agency Approving Project: California State Lands Commission

Name of Person or Agency Carrying Out Project: Shell Western Exploration and Production Company

Exempt Status:

- ☐ The activity is not a project as defined in Section 15378 CCR. [Sec. 15060(c)(3)CCR]
- ☐ General Rule [Sec. 15061(b)(3) CCR]
- ☐ Declared Emergency [Sec. 21080(b)(3); 15629(a)]
- ☐ Emergency Project [Sec. 21080(b)(4); 15269(b)&(c)]
- ☐ Statutory Exemptions: [Sec. 15282(f); Title 14; Chapter 3]
- ☒ Categorical Exemption:

CLASS 30, MINOR ACTIONS TO PREVENT, MINIMIZE, STABILIZE, MITIGATE OR ELIMINATE THE RELEASE OR THREAT OF RELEASE OF HAZARDOUS WASTE OR HAZARDOUS SUBSTANCES; 15061 CCR; SECTION 15330 Title 14


Reasons why project is exempt:

Authorization of the work plan for soil removal will cause only a minor physical change in the environment and will not change existing activities in the area. There are no unusual circumstances surrounding the project that will result in significant environmental impacts. Therefore, the project will not have a significant effect on the environment and the above categorical exemptions apply.

**DATE RECEIVED FOR FILING AND POSTING BY THE
GOVERNOR'S OFFICE OF PLANNING AND RESEARCH**

RECEIVED**AUG 21 2013****STATE CLEARING HOUSE**

Contact Person: Al Franzoia (916) 574-1900


JENNIFER LUCCHESI, Executive Officer

**ATTACHMENT
PROJECT REQUESTS AND
APPROVALS RECEIVED TO DATE**

**SANTA BARBARA COUNTY
PROJECT APPROVAL LETTER
AUGUST 28, 2013**



County of Santa Barbara Planning and Development

Glenn S. Russell, Ph.D., Director

Dianne Black, Assistant Director

August 28, 2013

Mr. David Bernal
URS
130 Robin Hill Road, Suite 100
Santa Barbara, CA 93117

Shell Hercules Canada de la Huerta Sea Cliff Area PCB Hot Spot Removal

Dear Mr. Bernal:

This letter documents the Santa Barbara County Energy & Minerals Division approval of the removal of the contaminated soil at the base of the sea cliff area below the former Shell Hercules Gas Plant. This approval is based on the following:

- The project description and removal plan detailed in the Shell Hercules Remediation Project Inter Agency Workgroup Team (IWT) approved work plan dated 5/17/13.
- The requirements and conditions detailed in the California State Lands Commission approval (*Letter of Non-Objection of the Work Plan for Soil Removal in the Sea Cliff Area near the former Hercules Gas Plant*, dated 8/16/13).
- The requirements and conditions detailed in the California Coastal Commission approval (*Notice of Coastal Development Permit De Minimum Waiver*, dated August 2, 2013).
- The Environmental Quality Assurance Program monitoring pursuant to Condition 11 of Santa Barbara County Special Use Permit 94-SUP-051.

If you have any question, please contact Kevin Drude at (805) 568-2519.

Regards,

DEAN DUSETTE
SENIOR PLANNER

cc email: IWT Members
Mark Himberger (Shell)
Cassidy Teufel (CCC)
Al Franzoia (CSLC)